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ABSTRACT

This Systems and Procedures Exchange Center (SPEC) kit is a collection of documents pertaining to collective bargaining in an academic environment. Three documents from the Academic Collective Bargaining Information Service are included: "Legal Principles of Public Sector Bargaining," "What's Actually in a Faculty Contract," and "Some Suggested Advantages and Disadvantages of Collective Bargaining." The collection also contains: (1) "Some Do's and Don'ts for Administrators when Discussing Unionization" (Syracuse University); (2) "Election Documentation" (University of Washington); (3) "Union Contract for Designated Library and Archives Supporting Staff Classifications" (University of Pennsylvania); (4) "Policy and Rules--Nonacademic--on Union Activity" (University of Illinois); and (5) "Agreement between Wayne State University and the Wayne State University Chapter of the American Association of University Professors" (Wayne State University). (KM)

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Collective Bargaining

Kit 8

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TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

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COLLECTIVE BARGAINING

KIT #8 - JUNE 1974

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SYRACUSE

SOME DOs AND DON'Ts

FOR ADMINISTRATORS
When Discussing [redacted]

"COLLECTIVE BARGAINING & UNION CONTRACTS"

Under the Labor-Management Relations Act of 1947 and the Labor-Management Reporting and Disclosure Act of 1959

WHAT YOU AS AN ADMINISTRATOR CAN DO

1) Tell faculty that if a majority of them select a union, the University will have to deal with it on all their daily problems involving wages, hours, and other conditions of employment. Advise them that the University would prefer to continue dealing more directly with them on such matters.

2) Tell faculty that you and other members of the administration are always willing to discuss with them any subject of interest to them.

3) Tell faculty about the benefits they presently enjoy. (Avoid veiled promises or threats.)

4) Tell faculty how their wages benefits, and working conditions compare with other institutions in the area whether unionized or not. (Information, compari such conditions in other institutions with those of your institution should be factual.)

5) Tell faculty some of the disadvantages of belonging to a union---such as the expense of initiation fees and monthly dues; membership rules restricting freedom; and their loss of the right to make their own decisions on matters involving wages, hours, and other working conditions. (Do not mention any reduction in faculty paychecks as a consequence of unionization without specifically attributing this to the expense of union dues.)

6) Tell faculty that there is a possibility that a union will call a strike or work stoppage, even though faculty may not want to strike and the University is willing to bargain and has bargained with the union. Inform faculty that any strike can cost them money in lost wages. (If possible, references to strikes or work stoppages should be accurate accounts of experiences that the University or other institutions have had.

7) Tell faculty that the law permits the University to hire a permanent replacement for anyone who joins in an economic strike.

8) Tell faculty that in negotiating with the union, the University does not have to agree to all of the union's terms and certainly not to any terms which are no

the economic interest of the University. If the union's campaign propaganda to faculty contains a promise of obtaining increased wages and the University believes that such wages would impair the quality of the operation of the University, that view should be made clear to faculty and reasons given.

9) Tell faculty about any experience you may have had with unions, especially the union seeking to represent the faculty. Be very factual.

10) Tell faculty anything you know about the union or its officers. (Be sure your statements are truthful and relevant to the University's selection or rejection of the union.)

11) Tell faculty your opinion about union policies and union leaders, even though in uncomplimentary terms. (Be factually correct in referring to those policies and leaders.)

12) Tell faculty about any untrue or misleading statements made by an organizer, or in a handbill, or through any other medium of union propaganda. You may always give faculty the correct facts.

13) Tell faculty that in your opinion, the national union will try to dominate the local, or at least try to influence local members.

14) Distribute reprints of articles containing information about unions or facts revealed through Congressional hearings. (Refer only to the union seeking to represent the faculty, and identify, including the date, the source of your information.)

15) Tell faculty that they are free to join or not to join any organization without prejudice to their status with the University.

16) Tell faculty that merely signing a union authorization card or application for membership does not mean that they must vote for the union in an election.

17) Tell faculty about the NLRB election procedures, the importance of voting, and the secrecy of the ballot.

18) Tell faculty that the University favors the principle that union membership should be voluntary and not compulsory.

19) Tell faculty about their legal rights. However, there should not be any encouragement or financing of any faculty suit or proceeding.

20) Actually campaign against a union seeking representation of your employees.

21) Enforce University rules impartially and in accordance with customary action, irrespective of the faculties' membership or activity in a union.

WHAT YOU AS AN ADMINISTRATOR CANNOT DO OR SAY WHEN DISCUSSING UNIONIZATION

1) Promise faculty a pay increase, promotion, betterment benefit, or special favor if they stay out of the union or vote against it.

2) Threaten loss of jobs, reduction of income, discontinuance of privileges or benefits presently enjoyed, or use intimidating language which may be designed to influence a faculty member in the exercise of his right to belong, or refrain from belonging to a union.

3) Threaten or actually discharge, discipline or lay-off a faculty member because of his activities in behalf of the union.

4) Threaten through a third party any of the foregoing acts of interference.

5) Threaten to close or move the University, or to drastically reduce operatio if a union is selected as a representative.

6) Spy on union meetings. (Parking across the street from a union hall to watch faculty entering the hall would be suspect.)

7) Conduct yourself in a way which would indicate to the faculty that you are watching them to determine whether or not they are participating in union activities.

8) Discriminate against faculty actively supporting the union by intentionally assigning undesirable work to the union faculty.

9) Transfer faculty prejudically because of union affiliation.

10) Engage in any partiality favoring non-union faculty over faculty members active in behalf of the union.

11) Discipline or penalize faculty actively supporting a union for an infraction which non-union faculty are permitted to commit without being likewise disciplined.

12) Make any work assignment for the purpose of causing a faculty member who has been active on behalf of the union to quit his job.

13) Take any action that is intended to impair the status of or adversely affect a faculty member's job or pay because of his activity on behalf of the union.

14) Intentionally assign work or transfer faculty so that those active in behalf of the union are separated from those you believe are not interested in supporting a union.

15) Select faculty to be laid off with the intention of curbing the union's strength, or to discourage affiliation with it.

16) Ask faculty for an expression of their thoughts about a union or its officers.

17) Ask faculty how they intend to vote.

18) Ask faculty at time of hiring or thereafter whether they belong to a union or have signed a union application or authorization card.

19) Ask faculty about the internal affairs of unions such as meetings, etc. (Some faculty may, of their own accord, walk up and tell of such matters. It is not an unfair labor practice to listen, but you must not ask questions to obtain additional information.)

20) Make a statement that you will not deal with the union.

21) Make statements to the faculty to the effect that they will be discharged or disciplined if they are active in behalf of the union.

22) Urge faculty to try to persuade others to oppose the union or stay out of it.

23) Prevent faculty from soliciting union memberships during their free time on the University's premises so long as such does not interfere with work being performed by others.

24) Give financial support or assistance to a union, its representatives or employees.

25) Visit the homes of faculty for the purpose of urging them to reject the union.

26) Make speeches to massed assemblies of faculty on University time within the twenty-four hour period before the opening of polls for a representation election.

27) Speak to a faculty member in your office or the office of some other management official about the union campaign and urge him to vote against the union. (Remember---the best place to talk to faculty about such matters is at their work stations or in work areas or in public areas where other faculty are present.)

28) Help faculty to withdraw union memberships.

29) Ask faculty about the identity of the instigator or leader of faculty favoring the union.

UNIVERSITY OF WASHINGTON LIBRARIES
Office of the Director

July 6, 1973

TO: Members of Classified Staff

FROM: Marion A. Milczewski
Director of Libraries

The Administrative Conference understands that the members of the Library Bargaining Unit have sufficiently informed themselves of the pros and cons of the desirability of a bargaining agent.

The Library Administration urges all eligible staff to vote in the election for a bargaining agent now that dates for both in person and absentee voting have been established.

The Library Administration will be supportive of the staff in seeking the best salaries, working conditions, and other benefits, whatever the outcome of the election.

M. A. Milczewski

MAM:dm

STATE OF WASHINGTON

HIGHER EDUCATION PERSONNEL BOARD

NOTICE OF ELECTION

UNIVERSITY OF WASHINGTON /
WASHINGTON FEDERATION OF STATE EMPLOYEES, AFL-CIO /
CLASSIFIED STAFF ASSOCIATION

HEPB-RCE #3

In accordance with WAC 251-14-040 and pursuant to the petition of the Washington Federation of State Employees, AFL-CIO, and the Classified Staff Association, an exclusive representative certification election has been directed to be held by the Director of the Higher Education Personnel Board, among the classified employees assigned to the following classes in the Library Bargaining Unit at the University of Washington:

Library Assistant I	Magnetic Tape Typist I
Library Assistant II	Magnetic Tape Typist II
Library Assistant III	Catalog Typist
Library Assistant IV	Secretary I
Office Assistant I	Secretary II
Office Assistant II	Secretary III
Office Assistant III	Accounting Assistant I
Office Assistant IV	Accounting Assistant II
Book Mender I	Library Subject Specialist I
Book Mender II	Library Subject Specialist II

NOTE: The Library Assistant IV, assigned to the Drama Library, is excluded from the Bargaining Unit.

The election is being held to determine if the classified employees in the Library Bargaining Unit at the University of Washington wish to have an employee organization represent them as their exclusive representative for the purpose of collective bargain-

ing with the employer, University of Washington. Eligible voters will have the opportunity to vote for one of the following choices: (1) The Washington Federation of State Employees, AFL-CIO; (2) The Classified Staff Association; or (3) No representative.

Designation of Election Officer

Assigned as Election Officer and charged with the duty of administering this election is Ed Devaney, Industrial and Labor Relations Analyst, Washington State Higher Education Personnel Board. Mr. Devaney is charged with the duties of preparing the ballots and promulgating instructions concerning the details of the election.

Time of Election

Eligible voters will have reasonable time off without loss of pay in order to vote.

The election will be held July 12, 1973 on the University of Washington campus.

Polling Places and Times of Opening

Thursday July 12, 1973	Health Science Building, Room T208 8:00 AM - 9:30 AM
	Suzallo Library - Fourth Floor Conference Room 10:00 AM - 5:00 PM

Secret Ballot

The election will be by SECRET BALLOT. Voters will be allowed to vote without interference, restraint, or coercion. Electioneering by any party will not be permitted during the voting period within

sight or hearing of the voting place.

Eligibility Rules

All employees on the active payroll and employed within the Bargaining Unit on July 12, 1973, the date of election, are eligible to vote.

Absentee Ballot

Eligible voters who will be absent from work on July 12, 1973, the date of election, may vote by absentee ballot. Absentee ballots may be obtained prior to July 12, 1973 from the Election Officer, Ed Devaney, Industrial and Labor Relations Analyst, Washington State Higher Education Personnel Board, 1202 Black Lake Boulevard, Olympia, Washington 98504.

The Election Officer will, upon request from an eligible voter, mail a voter's absentee ballot kit containing: (1) Voting instructions; (2) The ballot; (3) A ballot envelope marked with an appropriate warning; and (4) A pre-addressed envelope for return of the ballot.

Counting of Absentee Ballots

Absentee ballots will be counted only if they are received by the Election Officer, Ed Devaney, no later than 5:00 PM on July 16, 1973.

Electioneering

No election signs, banners, or buttons shall be permitted in the room in which the balloting takes place; nor shall any person

in that room discuss the advantages or disadvantages of representation by any organization whether on the ballot or otherwise; nor shall any person in that room engage in any other form of electioneering.

Authorized Observers

Each of the interested parties may designate one (1) observer or inspector. Those selected will (a) assist the Election Officer in checking and identifying eligible voters at the polling place; (b) challenge voters and ballots; and (c) otherwise assist the authorized Election Officer in charge of the election. At all times during the election period, election observers and inspectors will be under the supervision of the Election Officer. An observer representing each party shall also be present at the time of the count of the ballots.

Challenge of Voters and Ballots

The challenge of the eligibility of a voter may be made before the time set for the start of the vote on July 12, 1973, or at such time as a potentially challenged voter appears at the voting place to vote. If a challenge is made to a voter, the Election Officer shall inscribe the word "challenged", together with an identifying challenge number, next to the name of the voter on the original list of eligible voters. The challenged voter's ballot will be placed in an unmarked envelope and placed in a second envelope on which the name of the voter is inscribed and the reason for the challenge is stated. Challenges must include a statement on the grounds for such challenge at the time the challenge is made. The Election Officer

may also challenge voters that he feels may not be eligible voters or voters appearing to vote whose names do not appear on the list of eligible voters.

Determination on the merits of the challenge will be made by the Director of the Higher Education Personnel Board and only if the challenged vote could affect the outcome of the election.

Any ballot that does not clearly indicate the desire of the voter will be declared a "void" ballot and not be counted. Any ballot that identifies the person casting the ballot will be declared a "void" ballot and not counted.

All persons who wish to vote and whose names do not appear on the list of eligible voters must vote a challenged ballot.

Information Concerning Election

Any employee who desires to obtain any further information concerning the terms and conditions under which this election is to be held, or who desires to raise any question concerning the voting unit, or the eligibility rules, may do so by communicating with the Higher Education Personnel Board's Election Officer, Ed Devaney, 1202 Black Lake Boulevard, Olympia, Washington, Telephone 753-3850.

Count of Ballots

The ballots will be counted in the office of the Higher Education Personnel Board, Olympia, Washington, on July 17, 1973 at 10:00 AM.

Certification

An employee organization receiving a majority of the valid votes cast in the election shall be certified as the exclusive representative of the employees in the Library Bargaining Unit at the University of Washington by the Director of the Higher Education Personnel Board.

DATED this 25th day of June, 1973.

Douglas E. Sayan

DOUGLAS E. SAYAN
Director
Higher Education Personnel Board

STATE OF WASHINGTON

HIGHER EDUCATION PERSONNEL BOARD

OFFICIAL SECRET BALLOT

FOR THE FOLLOWING EMPLOYEES OF THE UNIVERSITY OF WASHINGTON:

INCLUDED: ALL CLASSIFIED EMPLOYEES ASSIGNED TO THE CLASSES INCLUDED IN THE LIBRARY BARGAINING UNIT AT THE UNIVERSITY OF WASHINGTON.

THIS BALLOT IS TO DETERMINE THE EXCLUSIVE BARGAINING REPRESENTATIVE, IF ANY, FOR THE BARGAINING UNIT IN WHICH YOU ARE EMPLOYED.

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

CLASSIFIED STAFF ASSOCIATION	NEITHER	WASHINGTON FEDERATION OF STATE EMPLOYEES, AFL-CIO
☐	☐	☐

DO NOT SIGN THIS BALLOT OR MAKE ANY MARK THAT WILL IDENTIFY THE VOTER.

AFTER THE BALLOT HAS BEEN MARKED, FOLD AND DROP INTO THE BALLOT BOX.

IF YOU SPOIL THIS BALLOT, RETURN IT TO THE ELECTION AGENT FOR A NEW BALLOT.

STATE OF WASHINGTON

HIGHER EDUCATION PERSONNEL BOARD

OFFICIAL SECRET ABSENTEE BALLOT

FOR THE FOLLOWING EMPLOYEES OF THE UNIVERSITY OF WASHINGTON:

INCLUDED: ALL CLASSIFIED EMPLOYEES ASSIGNED TO THE CLASSES INCLUDED IN THE LIBRARY BARGAINING UNIT AT THE UNIVERSITY OF WASHINGTON.

THIS BALLOT IS TO DETERMINE THE EXCLUSIVE BARGAINING REPRESENTATIVE, IF ANY, FOR THE BARGAINING UNIT IN WHICH YOU ARE EMPLOYED.

MARK AN "X" IN THE SQUARE OF YOUR CHOICE

CLASSIFIED STAFF ASSOCIATION	NEITHER	WASHINGTON FEDERATION OF STATE EMPLOYEES, AFL-CIO
☐	☐	☐

DO NOT SIGN THIS BALLOT OR MAKE ANY MARK THAT WILL IDENTIFY THE VOTER.

DO NOT SIGN OR MAKE ANY IDENTIFYING MARKS ON THE ENVELOPE LABELED "BALLOT ENVELOPE".

PLACE THIS BALLOT IN THE BALLOT ENVELOPE AND PLACE THE BALLOT ENVELOPE IN THE PRE-ADDRESSED ENVELOPE. BE SURE TO SIGN YOUR NAME ON THE STAMPED, PRE-ADDRESSED ENVELOPE.

TO BE COUNTED, ALL ABSENTEE BALLOTS MUST BE DELIVERED TO THE ELECTION OFFICER DESIGNATED ON THE PRE-ADDRESSED ENVELOPE PRIOR TO 5:00 PM ON July 16, 1973.

COLLECTIVE BARGAINING AGREEMENT

between

Local Union No.590 affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO

and its

District Council Number 33

and

The Trustees of the University of Pennsylvania

for

Designated Library and Archives Supporting Staff Classifications

May 1, 1973

AGREEMENT

Agreed to this 27th day of April 1973 and effective, May 1, 1973, between the Trustees of The University of Pennsylvania, Philadelphia, Pa., hereinafter referred to as the "University" and Local Union No. 590 affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council #33. Local No. 590 is hereinafter referred to as the "Union."

ARTICLE I

PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation, and understanding between the University and the employees covered hereby, to insure true collective bargaining, and to establish proper standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE II

RECOGNITION

Section 1. The University recognizes Local No. 590, affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council #33 as the exclusive representative of the supporting staff personnel of the University Libraries and the Archives and Records Center referred to in Section 3 of this Article.

Section 2. The Union recognizes that, except as specifically limited by this Agreement, the basic responsibility for management is reserved to the University.

Section 3. For the purposes of this Agreement the terms "employee" and "employees" shall include the following job categories: Library Door Guard, Library Stack Attendant, Library Clerk, Library Typist, Data Input Clerk, Senior Library Clerk, Slide Photographer, Audio Visual Assistant, Library Acquisition Bookkeeper I, Assistant Head of Stacks, Library Service Assistant I, Bibliographic Assistant I, Library Acquisition Bookkeeper II, Library Service Assistant II, Bibliographic Assistant II, Head Typist, Bibliographic Specialist, Head of Stacks, Evening Superintendent, Head of Unit, Binding Specialist, Library Photographer, and Head, Slide Collection.

Section 4. For the purpose of this Agreement the term "working unit" shall be used to mean the following components:

In Van Pelt Library: Asian Reference Section; Bindery Section; Card Preparation Section; Cataloguing Department; Circulation Desk; Furness Library; Interlibrary Loan Section; Library of Congress Cataloging Section; Library Door Guards; Marking Section; Systems Planning Office; Order Section; Rare Book Department; Reference Desk; Reserve Desk; Searching Section; Serials Department; Stack Section; Data Input Section; and Periodical-Microtext Section.

In Biddle Law Library: Circulation – Stacks; Acquisitions; Cataloging; Reference.

In Fine Arts Library: Circulation; Technical Processing; Slide Collection.

In Lippincott Library: Circulation; Periodicals; Stacks; Technical Processing.

In Medical School Library: Circulation; Reference; Stacks; Technical Processing.

Other Departmental Libraries: Other departmental libraries will each be considered a working unit.

Archives and Records Center.

ARTICLE III

SENIORITY

Section 1. Employees covered by this Agreement shall accumulate the following categories of seniority:

a. University Seniority: length of service with the University.

b. Library Seniority: length of service within the University Libraries or the Archives and Records Center.

c. Working Unit Seniority: length of service within the working units defined in Article II Section 4 of this agreement.

Length of service above shall mean length of continuous service with the following qualifications applying to employees who have terminated and have been rehired:

a. University Seniority. An employee who has terminated from a University position and has been rehired into a Library or Archives and Records Center position within a ninety (90) day period shall be considered to have University seniority from the employee's original date of employment with the University excluding any breaks of more than ninety (90) days in past service, those of less than ninety (90) days having been bridged. An employee who has terminated from a University position and has been rehired into a Library or Archives and Records Center position more than ninety (90) days after the termination of the employee shall begin to accumulate University seniority as a new employee. One (1) year after being rehired, the employee's University seniority shall be bridged and University seniority previous to termination shall be added to that which has accumulated since the return of the employee.

b. Library Seniority. An employee who has terminated from a Library or Archives and Records Center position and has been rehired into a Library or Archives and Records Center position within a ninety (90) day period shall have Library seniority for the purpose of promotion from the employee's original date of employment except for the intervening period and Library seniority without interruption from the date of original employment for all other applications

of Library seniority. An employee who has terminated from a Library or Archives and Records Center position and has been rehired into a Library or Archives and Records Center position more than ninety (90) days after termination shall begin to accumulate Library seniority as a new employee. One (1) year after being rehired into the Library, the employee's Library seniority shall be bridged and Library seniority previous to termination shall be added to that which has accumulated since his return.

c. Working Unit Seniority. An employee who terminates from a Library or Archives and Records Center position and is rehired into the same working unit shall accumulate working unit seniority only from the date of being rehired.

Section 2. The University may find it necessary to employ students or other part-time people for filling various needs on an hourly basis.

a. Part-time employees who regularly work more than twenty (20) hours per week shall become members of the bargaining unit.

b. Such part-time employees shall accumulate units of service on the basis of their hours and be paid on the basis of the classification rates.

c. If such a part-time employee becomes a full-time employee, such part-time hours shall be accumulated and added to University, Library and Working Unit seniority as a full-time employee.

d. A position which is vacant because of the employee's being on leave may be filled by part-time employees. Similarly, the work of a position which has just been vacated and waiting to be permanently filled may be performed by part-time employees. If such vacancies occur in the summer, they may be temporarily filled on a full-time basis by student employees.

e. Students may be employed in the summer months to work on special projects, to fill in for those on vacation, and to work in the public service departments performing those functions normally carried out by student assistants. Students who work more than twenty (20) hours per week will be paid at the rate equal to the minimum Agreement rate and shall be required to pay a temporary Union fee, or, if they wish, join the Union.

Section 3. Part-time and student employees who work either regularly throughout the year more than twenty (20) hours per week or who work only during the summer months more than twenty (20) hours per week are covered by the provisions of the Agreement, except, as limited or modified in the following paragraphs. Those working throughout the year on a more than twenty (20) hours per week basis will be referred to in the following paragraphs as "regular part-time employees." Those working only in the summer months for more than twenty (20) hours per week will be referred to as "summer part-time employees."

a. Health, Welfare, and Education. Neither regular part-time nor summer part-time employees are eligible for any of the benefits entered under the Health, Welfare, and Education provisions under

Article XX and similarly they are not eligible for participation in the Major Medical Plan.

b. Holidays. If a holiday listed in Article XVIII falls on a day on which regular or summer part-time employees are normally scheduled to work, they are entitled to payment for the number of hours they would normally work on that particular day.

c. Sick Leave. Regular part-time and summer part-time employees are eligible for sick days on the basis of one (1) day per month and on a prorated basis if their schedules are less than thirty-five (35) hours per week. Time off for medical appointments shall be permitted only for those part-time employees working a thirty-five (35) hour per week schedule; otherwise, the provisions in the Agreement for medical appointments shall not be applicable to regular part-time and summer part-time employees. Only those part-time employees, on a regular basis, are eligible for the accumulation of sick leave beyond one (1) year as specified in the Agreement. The Long-Term Disability Plan is not applicable to either regular or summer part-time employees.

d. Leaves of Absence. The only leaves that the summer part-time employees are entitled to are: (1) leaves for death in the family, prorated according to schedule in Article XV and (2) one (1) personal leave day after being employed a minimum of three (3) months on a more than twenty (20) hour per week basis, prorated according to the employee's schedule. The regular part-time employee is eligible for the following on a prorated basis according to his schedule: (1) leaves for death in the family, (2) a leave for marriage, (3) leaves for jury duty, (4) leaves for military reserve duty as described in the Agreement, and (5) one (1) personal leave day after being employed a minimum of three (3) months.

e. Vacations. Regular and summer part-time employees are entitled to one (1) vacation day per month, prorated if the work-week is less than thirty-five (35) hours, after they have been employed a minimum of three (3) months on a more than twenty (20) hour per week basis. Only the regular part-time employees are entitled to the two (2) year accumulation privileges for vacation time.

f. Hours of Work. The thirty-two and a half (32½) hours per week schedule of full-time employees during the summer months shall not be a limitation on the number of hours that part-time summer employees may work. The latter may be asked to work thirty-five (35) hours per week and shall be paid accordingly.

g. Rest Breaks. Part-time employees are entitled to one (1) rest break for each half day worked.

h. Filing Restrictions. The ninety (90) minute restriction on filing cards in any half day, which is set forth in the Work Rules, applies only if the regular or summer part-time employee works more than two (2) hours at any one time.

i. Borrowing Privileges. The regular part-time and summer part-time employees are entitled only to normal borrowing privileges, i.e., either courtesy privileges like other University employees or student privileges, whichever is applicable.

ARTICLE IV

UNION SECURITY AND CHECK-OFF

Section 1. All present and future employees covered by this Agreement shall, as a condition of employment, be required to become Union members thirty (30) days after being employed. Employees who fail to comply with this requirement shall be discharged by the University within thirty (30) days after receipt of written notice to the University from the Union.

Section 2. The University agrees to deduct the Union membership dues once a month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the University by Local 590, and the aggregated deductions of all employees shall be remitted to Local 590 together with an itemized statement after such deductions are made in the second pay of the month. This authorization shall be irrevocable for the term of this Agreement.

The Union hereby certifies that its present amount of membership dues has been fixed pursuant to the Constitution and By-Laws of the Union. In the event that the amount of its dues is hereafter changed, such changes shall be provided in writing to the University thirty (30) days prior to any change in dues deductions.

ARTICLE V

CLASSIFICATION, RECLASSIFICATION AND JOB CATEGORIES

Section 1. There shall be five (5) levels of classification within the bargaining unit, each containing job categories as follows:

First Level

- Library Door Guard
- Library Stack Attendant
- Library Clerk

Second Level

- Library Typist
- Data Input Clerk
- Audio Visual Assistant
- Senior Library Clerk
- Slide Photographer
- Library Acquisition Bookkeeper I

Third Level

- Assistant Head of Stacks
- Library Service Assistant I
- Bibliographic Assistant I
- Library Acquisition Bookkeeper II

Fourth Level

Library Service Assistant II
Bibliographic Assistant II
Head Typist

Fifth Level

Bibliographic Specialist
Head of Stacks
Evening Superintendent
Head of Unit
Binding Specialist
Library Photographer
Head, Slide Collection

Section 2. With the exception of supervisory positions as defined in Section 3 below, no new job categories shall be created in the University Libraries or in the Archives and Records Center at the supporting staff level without the mutual agreement of the Union and the University.

Section 3. A supervisory position is one which has direct supervision of the employees of a working unit or a combination of such units. The supervisory responsibilities will generally include training and disciplining; scheduling, planning, distributing, and reviewing work, etc. and may involve participation in hiring, performance evaluations and hearing grievances. A supervisor can perform some of the same duties as the employees supervised, but normally those would constitute a minor portion of the employee's total responsibilities.

Section 4. A Board shall be established which shall consider and decide on all proposals to reclassify positions within the bargaining unit. This Board shall consist of six (6) members, three (3) designated by the Union and three (3) designated by the University, each of whom shall serve for at least one (1) year. The University and the Union may each have one (1) alternate member, chosen for at least one (1) year, who may serve in the absence of one of the three (3) regular members.

a. Reclassification proposals of the University shall be submitted in writing to the Board by the Director of Libraries, who shall forward copies to the President of the Union. Reclassification proposals of the Union will be submitted in writing to the Board by the Union Executive Board, which shall forward copies to the Director of Libraries. Within ten (10) working days of receipt of such a reclassification proposal, the requesting party shall be notified as to the selection of a date for the first meeting concerning such reclassification proposal.

b. The Board may, in the course of deliberation on proposals, call upon those directly involved and other qualified individuals to present relevant details, facts, and opinions.

c. Decisions shall be made by majority vote of the Board. If the Board is unable to reach a decision, either party may request the Vice President for Business and Financial Affairs to hear the case by written notice to the other, but such action must take place no later than three (3) weeks after the first meeting of the Board to consider the reclassification proposal in question. The Vice President for Business and Financial Affairs shall respond in writing to the parties no later than one (1) week after hearing the case.

d. Either party may request arbitration, in accordance with the provisions of Article VIII, by written notice to the other within one (1) week following the reply of the Vice President for Business and Financial Affairs.

e. A position once posted as a vacancy, shall not be considered for reclassification during the period of vacancy unless the Board consents to such consideration. A position which is vacant or falls vacant while a formal proposal for reclassification is under consideration by the Board shall not be posted and shall remain vacant until a decision has been reached on the reclassification.

f. The following provisions, as well as the job descriptions in the Appendix, shall serve as guidelines in deciding reclassification questions:

(1) If the classification of a position is found to be inappropriate to the actual duties performed in the position, the position shall be reclassified to conform with the most appropriate job description. In such cases, the University shall give the incumbent the first opportunity to accept the reclassified position if the employee has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record.

(2) When library operations require modification of a position to the extent that the duties of that position will no longer fall within the present job category, the position shall be reclassified to conform with the most appropriate job description. In such cases, the University shall give the incumbent the first opportunity to accept the reclassified position if the reclassified position is in the seniority lines of promotion and the incumbent has received a satisfactory rating in the last annual evaluation, is currently working at a satisfactory level, and has no current written disciplinary warning on record. The employee's move into the reclassified position will be on the basis of a thirty (30) day probationary period as described in the Promotion Clause (Art. VII).

(3) If the incumbent is appointed to the reclassified position, the employee's salary will be at the rate of the employee's unit of service for the new classification, effective at the beginning of the pay period in which the decision on the reclassification proposal is made.

(4) If the incumbent does not wish to move into the new position or is not qualified or eligible, the employee has the opportunity to select the job wished from the next two (2) openings in the job category of the employee's current position. Reclassification of such positions shall not be effected and these positions

shall not be filled by another person until this requirement is satisfied.

ARTICLE VI

RATES OF PAY

Section 1. The rates of pay for employees covered by this Agreement, based on Library seniority, shall be annually as follows:

EFFECTIVE 1 MAY 1973

Job Categories	*UNITS OF SERVICE*			
	Less than one year	*More than one year, but less than two*	*More than two years but less than three*	*More than three years*
Library Door Guard Library Stack Attendant Library Clerk	$7000	$7200	$7400	$7600
Data Input Clerk Library Typist Senior Library Clerk Slide Photographer Audio Visual Assistant Library Acquisition Bookkeeper I	7550	7800	8050	8300
Bibliographic Asst. I Library Service Asst. I Asst. Head of Stacks Library Acquisition Bookkeeper II	8250	8500	8750	9000
Bibliographic Asst. II Library Service Asst. II Head Typist	8900	9200	9500	9800
Bibliographic Specialist Head of Stacks Evening Superintendent Head of Unit Binding Specialist Library Photographer Head, Slide Collection	9100	9400	9700	10,000

EFFECTIVE 1 MAY 1974

Job Categories	*UNITS OF SERVICE*			
	Less than one year	*More than one year, but less than two*	*More than two years but less than three*	*More than three years*
Library Door Guard Library Stack Attendant Library Clerk	$7225	$7425	$7625	$7825
Data Input Clerk Library Typist Senior Library Clerk Slide Photographer Audio Visual Assistant Library Acquisition Bookkeeper I	7775	8025	8275	8525
Bibliographic Asst. I Library Service Asst. I Asst. Head of Stacks Library Acquisition Bookkeeper II	8475	8725	8975	9225
Bibliographic Asst. II Library Service Asst. II Head Typist	9125	9425	9725	10,025
Bibliographic Specialist Head of Stacks Evening Superintendent Head of Unit Binding Specialist Library Photographer Head, Slide Collection	9325	9625	9925	10,225

In addition to the above, employees shall receive one-hundred twelve dollars and fifty cents ($112.50) prorated and paid semi-monthly for the period between May 1, 1974 and October 31, 1974.

"Units of Service" means the period of employment, measured in years, in the University Libraries or the Archives and Records Center.

Section 2. If any employee moves into a new unit of service while this Agreement is in effect, the employee shall be paid at the new rate from the beginning of the pay period in which the previous unit of service was completed.

Section 3. If an employee with less than one (1) year of service is promoted into a new classification at any time, the employee shall be paid at the rate set in the new classification for less than one (1) year of service.

If an employee with more than one (1) year of service is promoted from the junior to senior levels of a classification (as described below in Article VII, Sec. 3), the employee shall be paid at the rate of the next lower unit of service in the new classification.

On promotions other than those from the junior to senior levels, an employee shall be paid in the new classification at the same unit of service as in the employee's old classification.

ARTICLE VII

PROMOTION

Section 1. The term promotion, as used in this Agreement, shall mean the advancement of an employee to a higher paying position or the transfer of an employee at request of the employee to a position that the employee considers to be in the employee's best interest regardless of the rate of pay.

Section 2. For the purpose of promotion as defined above, seniority shall mean an employee's Library seniority.

Section 3. Promotion from the junior to the senior levels proceeds as follows:

a. Each Library Clerk shall be promoted to Senior Library Clerk when one (1) year of service as a Library Clerk has been completed, and there has been a satisfactory rating in the last annual evaluation and the work is currently at a satisfactory level and there is no current written disciplinary warning on record.

b. Each Library Service Assistant I shall be promoted to Library Service Assistant II and each Bibliographic Assistant I shall be promoted to Bibliographic Assistant II upon completion of two (2) years of service in the junior rank, has received a satisfactory rating in the last annual evaluation and is currently working at a satisfactory level; and has no current written disciplinary warning on record.

c. Each Library Acquisition Bookkeeper I shall be promoted to Library Acquisition Bookkeeper II upon completion of two (2) years of service in the junior rank, has received a satisfactory rating in the last annual evaluation and is currently working at a satisfactory level; and has no current written disciplinary warning on record.

d. If an employee changes positions within the clerical category of Library Clerk or Senior Library Clerk, the employee's current ranking will be carried forward, i.e., junior or senior. Similarly, if an employee changes positions in or between the Library Service Assistant or Bibliographic Assistant categories, the employee's current ranking shall be carried forward, i.e., junior or senior, I or II and seniority for promotion. A Library Typist, Data Input Clerk, Slide Photographer of Audio Visual Assistant enters into the clerical category as a Senior Library Clerk. All others who are new to the clerical category or the Library Service Assistant or Bibliographic Assistant categories enter at the junior level.

Section 4. Promotions to the positions of Library Clerk, Bibliographic Assistant I, and Library Service Assistant I shall be filled as follows: an employee is eligible for promotion to those positions, as outlined below, when the following conditions have been met: (1) has worked in the job category for the time specified in Section 14 below; (2) has obtained a satisfactory rating in the last annual evaluation and is currently working at a satisfactory level; and (3) has no current written disciplinary warning on record.

Section 5. When a clerical job opening occurs, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Clerk, Senior Library Clerk, Library Typist, Data Input Clerk, Slide Photographer or Audio Visual Assistant with the greatest Library seniority; if no eligible employee from the aforementioned classifications applies, an eligible Stack Attendant with the greatest Library seniority.

Section 6. When a job opening occurs among Library Service Assistants or Bibliographic Assistants, it shall be posted for five (5) working days and offered to the applicants as follows: an eligible Library Service Assistant or Bibliographic Assistant with the greatest Library seniority; if no Library Service Assistant or Bibliographic Assistant applies, an eligible Senior Library Clerk, Library Typist, Data Input Clerk, Slide Photographer or Audio Visual Assistant with the greatest Library seniority.

Section 7. When the position of Head of Stacks or Head Typist becomes vacant, the vacancy shall be posted for five (5) working days and offered to the eligible applicant with the greatest Library seniority who has met the following requirement: for Head of Stacks, a minimum of two (2) years as Assistant Head of Stacks; for Head Typist, a minimum of four (4) years as a Library Typist or equivalent experience.

Section 8. If there is no eligible applicant for promotion to Library Clerk, Library Service Assistant, Bibliographic Assistant, Head of Stacks, or Head Typist, the University can hire outside the Library system, or selectively promote from within the system outside seniority lines.

Section 9. An employee, when promoted, shall be on probation in the new position for thirty (30) days excluding those days taken by the employee or the staff member responsible for the employee's training as personal leave, sick leave, or vacation. Promotion shall not be completed unless the employee receives a rating of satisfactory in the new position at the end of the probationary period. If the employee's work is rated as unsatisfactory at that review, the employee will be returned to the employee's original job without loss of any type of seniority. Such an employee will be eligible to apply for promotion after six (6) months from the date of return to the employee's former job. When an employee accepts a position that has fallen vacant as a result of the promotion of another employee, the employee shall do so with the understanding that a return may be made to the previous position if the first employee returns as the result of the probationary review.

Section 10. During the thirty (30) day probationary period, the University assumes the responsibility for training the employee in the new position. This training shall be under the superivison of the employee's professional supervisor or the staff member responsible for that particular working unit.

Section 11. An employee shall not be eligible for promotion under the provisions of this clause unless the employee has served a minimum of six (6) months in the employee's present position.

Section 12. An employee who is to be promoted will be accorded the salary and Library seniority of the new position no later than ten (10) working days from either (1) the time the position becomes vacant or (2)

the time the employee accepts the position, whichever is later.

Section 13. In computing Library seniority for promotion under Sections 5, 6, and 7 of this clause, greater weight will be given for the following: (a) twenty-five per cent (25%) greater weight to periods of work in the University Libraries or Archives and Records Center which are directly related to the work involved in the job in question, i.e., work in technical processing as distinguished from public services, or vice versa; or (b) thirty-five per cent (35%) greater weight to periods of work performed in the same department or in the same departmental library although such work may not be directly related to the work involved in the job in question.

In computing Library seniority for promotion under Section 6, a five per cent (5%) greater weight will be given to an eligible employee for each year of college course credit, up to a maximum of twenty per cent (20%) for four (4) years which the employee shall have successfully completed as of the time of posting.

If an employee meets the conditions for both weightings under (a) and (b) above, the employee will be credited with the greater one or a maximum of thirty-five per cent (35%), but not both. The employee may, however, receive credit for the education weighting in addition to that for experience whenever the employee's experience and education meet the applicable conditions.

Section 14. To be eligible for promotion under Section 3 or 4 above, an employee must have worked for the following periods:

(a) Stack Attendant	Minimum of six (6) months as Stack Attendant.
(b) Library Clerk	One (1) year as a Library Clerk. (At that time, an employee will become a Senior Library Clerk if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)
(c) Senior Library Clerk	Minimum of two (2) years as Senior Library Clerk.
(d) Library Service Assistant I	Two (2) years as a Library Service Assistant I. (At that time, an employee will become a Library Service Assistant II, if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)
(e) Bibliographic Assistant I	Two (2) years as a Bibliographic Assistant I. (At that time, an employee will become a Bibliographic Assistant II, if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)
(f) Library Typist Data Input Clerk Slide Photographer Audio Visual Assistant	After one (1) year in any one (1) of these categories, the employee may apply for a clerical opening. Should the employee enter into the clerical category the employee would start as a Senior Library Clerk. After three (3) years in any one (1) of these categories, an employee will be eligible for promotion under Section 6 above.
(g) Library Acquisition Bookkeeper I	Two (2) years as a Library Acquisition Bookkeeper I. (At that time, an employee will become a Library Acquisition Bookkeeper II if performance is satisfactory and the other conditions are met as outlined in Section 3 above.)

Section 15. For all promotions except those falling under the provisions of Section 3, the local Union President or a member designated by the Union President will work with the Assistant to the Director of Libraries in computing Library seniority and in contacting eligible candidates for vacancies.

Section 16. The following job categories, which are within the bargaining unit, are outside the seniority lines of promotion: Library Door Guard; Library Typist; Data Input Clerk; Slide Photographer; Library Acquisition Bookkeeper I; Assistant Head of Stacks; Bibliographic Specialist; Head of Unit; Evening Superintendent; Binding Specialist; Audio Visual Assistant; Head, Slide Collection and Library Photographer. Qualifications for these jobs are set forth in the job descriptions located in the Appendix of this Agreement. Present employees will be given the first opportunity to apply for vacancies in these categories.

ARTICLE VIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. The grievance procedure described below will be followed in matters concerning the application, meaning or interpretation of this Agreement.

Section 2. When a case is not able to be solved by the immediate supervisor and the employee, the employee with the designated Union Steward shall take up the grievance with the employee's professional supervisor within ten (10) working days of the occurrence of the act, warning, rating, etc. which is in question. In the event that the designated Steward and Alternate Steward are absent, an officer of the local Union may act to process a grievance. The professional supervisor shall attempt to adjust the matter and respond to the employee and Steward within two (2) working days.

Section 3. An employee who is going to be or is absent from work more than ten (10) working days may file a grievance by submitting it in writing to the employee's professional supervisor. The professional supervisor shall answer the grievance in writing within five (5) working days and

send a copy of the grievance and the answer to the appropriate Union Steward. If such a grievance is not satisfactorily settled it may then be processed in accordance with Section 4 of this Article.

Section 4. If the grievance is not resolved in this way, the facts shall be presented in writing by the concerned employee and the Union Steward to the Director of Libraries or a representative designated by the Director of Libraries. Such action shall be taken no later than ten (10) working days after the response of the professional supervisor. After consultation with the parties concerned, including the employee, the Union Steward, and the supervisor, the Director of Libraries or the designated representative shall respond to the employee and Union Steward within three (3) working days from the receipt of the written grievance.

Section 5. If the proposed solution is unsatisfactory, the facts shall be presented in writing by the Union Steward, Union President, and at the discretion of the parties, a Union Representative, to the Vice President for Business and Financial Affairs or a representative designated by the Vice President for Business and Financial Affairs within ten (10) working days after the response described above. After hearing the case in the presence of the concerned parties, the Vice President for Business and Financial Affairs shall respond in writing to the Union President within five (5) working days from the receipt of the written grievance.

Section 6. If the issue remains unresolved, either party may, within fifteen (15) working days after the reply of the Vice President for Business and Financial Affairs, request arbitration by written notice to the other.

The arbitrator may be selected from a group of recognized arbitrators by mutual agreement of the Union and the University. If mutual agreement is not reached on an arbitrator within ten (10) working days from the date of referral to arbitration, the American Arbitration Association may be requested to submit a list of seven (7) arbitrators from which each party shall strike two names and number the remaining names in order of preference. The lists shall be returned to the American Arbitration Association within five (5) working days from receipt thereof. The American Arbitration Association shall select the arbitrator giving recognition to the preferences of the parties.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The arbitrator is limited to determining matters concerning the application, meaning or interpretation of the Agreement and in no event may add to, delete or alter any aspect of this Agreement. In the event that either party contests the validity of the referral to Arbitration of a particular matter, this issue shall be resolved by the Arbitrator before hearing testimony on the merits of the matter.

The decision of the arbitrator shall be binding on the parties and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of testimony and argument.

Expenses of the arbitrator mutually agreed upon or selected by the American Arbitration Association and the proceedings shall be borne equally by the University and the Union.

ARTICLE IX

REPRESENTATION

Section 1. The employees in the bargaining unit shall be represented for the purpose of grievance adjustment by Union representatives as specified in the grievance procedure.

The Union and the University agree to recognize Stewards in accordance with the following assignments:

Number of Stewards	*Unit*
1	Circulation Department of Van Pelt Library.
1	Processing Department of Van Pelt Library.
1	All other departments and offices in Van Pelt Library.
1	Biddle Law Library.
1	Lippincott Library and Fels Institute Library.
1	Medical/Biological complex. This includes Biology, Dental, Medical, Morris Arboretum, New Bolton Center, School of Allied Medical Professions, and Veterinary Libraries.
1	All other departmental libraries: Annenberg, Chemistry, Fine Arts, Math-Physics, Moore, Museum, Music, Penniman, Psychology, ROTC, Social Work, Towne and Archives and Records Center.

If either the Union or the University requests renegotiation of the Steward assignments, both shall agree to renegotiation.

Section 2. The names of the officers and Stewards shall be given in writing by the Union to the University at the time of their taking office. The University shall also be notified promptly, in writing, relative to any changes in these positions.

Union Officers and Stewards may investigate and process grievances during working hours without loss of pay.

Section 3. Accredited representatives of the Union shall, upon notification by the Union to the Library Administration Office, be admitted to the University campus during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in adjusting grievances.

ARTICLE X

DISCHARGE AND DISCIPLINE

The University shall have the right to discharge any employee for just cause.

Summary Discharge. Certain offenses may be subject to summary discharge by the University. With respect to these, no prior warnings are necessary for discharge. These offenses are the following:

(1) Mutilation or destruction of library books or other property.

(2) Theft of library books or other property, or any other theft committed in the Library or during working hours.

(3) Gross negligence which leads to substantial damage to library books or other property.

(4) Physical offenses against the person of another in the library or during working hours.

(5) Violation of the No Strike provision.

(6) Unexplained absences of five (5) consecutive working days.

Such discharge shall be made by the department head. Appeal therefrom will go directly to the Director of Libraries. If the discharge is affirmed at that level, appeal would go to the Vice President for Business and Financial Affairs. Any further appeal would follow the procedures for arbitration provided in the Grievance Procedure.

Discharge Procedure. For other types of offenses, such as repeated lateness, absenteeism, disorderly conduct, abusive language, carelessness in the handling or use of library property, and like matters, discharge shall involve the following steps: oral warning, written notice, and finally discharge. The first warning will be delivered by the employee's immediate supervisor or the head of the department. Such warning shall explain to the employee the employee's failure to meet the required standards of conduct or performance. If that failure persists, the department head will give the employee a second warning in writing, noting the date of the prior warning, and a copy will be given to the Union Steward. The department head will also discuss the matter at that time with the employee in the presence of the immediate supervisor and the Union Steward. If the employee's failure to meet the required standards of conduct or performance continues thereafter, the employee shall be discharged with two (2) weeks notice.

For the purpose of this provision, warnings shall be considered current and in effect from the time of their issuance according to the following schedule: two (2) months for oral notices; six (6) months for written notices and after which such notices shall be destroyed.

ARTICLE XI

REVIEW OF PERFORMANCE

Section 1. The first six (6) months of employment in the library system shall be considered a probationary period so that the University may determine if the new employee performs in a satisfactory manner. Before the end of that period, each new employee will have a performance review, and, if found unsatisfactory, the employee's employment shall be terminated with two (2) weeks notice. Termination shall not be subject to the

grievance procedure; however, probationary employees may file grievances on other matters.

Section 2. Each promotion carries with it a probationary period of thirty (30) days as described in Article VII.

Section 3. On an employee's anniversary of employment, there shall be a yearly review of every employee's performance to insure continued satisfactory levels of performance. The professional supervisor will discuss with each employee the employee's rating to allow an adequate opportunity for an explanation of the rating given. A copy of the performance review will be given to the employee and the Union.

Section 4. Reviews under this clause will be based on (a) quality of performance; (b) quantity of acceptable work; and (c) demonstrated ability to work with others in performing one's job routines and to follow work instructions.

An over-all unsatisfactory rating shall result from an unsatisfactory rating in any two (2) of the above three (3) categories. The possibility that the job performance covered by one (1) of these categories might be so unsatisfactory as to affect severely the performance in one (1) or both of the other two (2) categories is recognized; in such cases, more than one (1) unsatisfactory rating would be appropriate.

Remarks included in the written review shall be limited to justifying an unsatisfactory rating in any of the three (3) categories.

Section 5. If the employee's over-all rating is found to be unsatisfactory in an annual review, the employee shall be placed on probation for a two (2) month period. If the employee receives an over-all unsatisfactory rating for such a period, this will be cause for termination and the employee will receive a written two (2) week notice of discharge. If the employee's work is satisfactory, the employee will be removed from probationary status. The employee shall not, however, be eligible for promotion until six (6) months after removal from such probation. An employee while on probationary status under this section shall not be eligible for a Unit of Service increase. Should such probationary period be completed in a satisfactory manner, the Unit of Service increase so due during the two (2) month probationary period shall be paid retroactive to the applicable date had the employee not been on probationary status.

ARTICLE XII

HOURS OF WORK

Section 1. A work week shall consist of thirty-five (35) hours during the months from September through May, and thirty-two and a half (32½) hours during June, July, and August. These hours will fall between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

Section 2. For the purpose of this Agreement, unusual hours shall mean any hours worked by an employee on Monday through Friday and not falling between 8:00 a.m. and 5:00 p.m., and not in excess of thirty-five (35) hours per week during September through May (or thirty-two and

a half (32½) hours during June, July, and August). An employee who works unusual hours shall be compensated for those hours by a fifteen per cent (15%) differential based on his normal rate of pay.

Unusual hours shall first be offered to the employees in a unit on the basis of their working unit seniority with the exception noted in the next paragraph. If no employee or an insufficient number accepts the offer, the unusual hours shall be assigned on the basis of inverse working unit seniority.

Because of special responsibilities involved in certain evening assignments, it may be necessary to limit the offering or assignment of such blocks of unusual hours to specified job categories within a working unit, e.g., to the Assistant Head of Stacks or the combined categories of Head of Stacks and Assistant Head of Stacks.

Section 3. The pay differentials specified in this clause shall not apply to situations in which an employee is making up time.

ARTICLE XIII

OVERTIME

Section 1. For the purposes of this Agreement, overtime shall be defined as any time worked by an employee in excess of seven (7) hours during a given day or thirty-five (35) hours in any week or any hours worked on Saturday or Sunday or on a day defined as a holiday by this Agreement. During June, July, and August, when the work day is normally six and one-half (6½) hours, compensatory time will be given for the half hour necessary to reach the seven (7) hour level. Compensatory time will be taken in accordance with the provisions in Section 3 of this Article.

Section 2. An employee who works overtime hours Monday through Friday shall be compensated for these hours at a rate one and a half (1½) times the employee's normal rate of pay. An employee who works on a Saturday shall be paid one and a half (1½) times the normal rate of pay. An employee who works on a Sunday shall be paid double the normal rate of pay. An employee working on a holiday recognized by this Agreement shall receive one and a half (1½) times the normal rate of pay in addition to regular straight time compensation for the day.

Section 3. An employee shall have the option of taking time off as compensation for overtime work. If the employee elects to do so, the time off shall be taken within the pay period and on the basis of three (3) working days advance notice to the immediate supervisor. The amount of time off shall be based on the rate of pay to which the employee would have been entitled by the overtime hours.

Section 4. Overtime hours shall be offered to the employees in a working unit on a rotating basis starting with the employee with the greatest working unit seniority, the offers being balanced over a period of one (1) year with the exception noted in the next paragraph. If no employee accepts the offer, such hours shall be assigned by inverse working unit seniority on a rotating basis except for the following situation.

Because of special responsibilities involved in certain overtime assignments, it may be necessary to limit the offering or assignment of such overtime hours to specified job categories within a working unit, e.g., to the Assistant Head of Stacks or the combined categories of Head of Stacks and Assistant Head of Stacks.

Section 5. The pay differentials specified in this clause shall not apply to situations in which an employee is making up time.

ARTICLE XIV

SICK LEAVE

Section 1. In the case of illness of any employee, sick leave with pay shall be granted on the basis of University seniority and in accordance with the following schedule:

(a) During the first year of service one (1) working day for each month of service.

(b) During the second and third years of service twelve (12) working days each year.

(c) Beginning with the fourth year of service eighteen (18) working days each year.

Each employee shall be able to accumulate up to fifty-four (54) working days of reserve sick leave.

In addition forty-six (46) working days of reserve sick leave may be accumulated to be used only in the case of an extended, continuous illness or accident.

Section 2. Each employee shall be granted up to three (3) hours per week with pay to keep medical appointments, providing that notice of such appointments is presented to the employee's immediate supervisor normally three (3) working days in advance.

Written certification of the appointment shall be presented by the employee to the employee's immediate supervisor.

If regular weekly appointments would continue for more than two (2) months, a limit of three (3) hours per week away from work for any purpose shall apply.

Section 3. Any employee who is sick or disabled and has exhausted his accrued sick leave and accrued vacation shall receive the benefits under the University's Long-Term Disability Income Plan.

Section 4. In cases where the employee has been out sick for more than five (5) days or where there is reasonable question of misuse of sick leave, the University may require a certificate from a licensed physician indicating that absence was necessary and that the employee has recovered sufficiently to resume work.

ARTICLE XV

LEAVES OF ABSENCE

Section 1. Absence from work because of death in an employee's family shall be allowed with pay on the following basis:

(a) For spouse, father, mother, child, sister, brother, or parent-in-law – one (1) week.

(b) For grandmother, grandfather, uncle or aunt, if acting as parent – one (1) week.

(c) For grandmother or grandfather – three (3) days.

(d) For uncle or aunt if in blood relation – three (3) days.

(e) For other close relatives – one (1) day.

In the event of death in an employee's family as defined above occurring while the employee is absent on vacation with pay, absence because of death in the family shall be in addition to and not part of the said vacation with pay.

Section 2. Any employee who marries and plans to continue working at the University shall be permitted a leave of absence with full pay for one (1) week. With permission of the employee's supervisor, additional leave without pay shall be granted.

Section 3. Employees shall be granted a leave of absence with no loss of pay any time they are required to report for jury duty or service or when subpoenaed to appear as a witness.

Section 4. Each employee shall be entitled to four (4) personal leave days in the course of one (1) year from May 1 through April 30. New employees may take no more than two (2) personal leave days during their first six (6) months of employment. New employees hired during the second half of the Agreement year may carry over the initial allowance of two (2) personal leave days beyond the April 30 deadline; all other employees will not be permitted to carry over personal leave days beyond the April 30 deadline. These days shall normally be taken on the basis of three (3) working days advance notice to the immediate supervisor.

Section 5. The following provisions shall apply in the taking of courses for credit:

(a) An employee taking courses for credit in any of the following: (1) a program of an accredited school of library science; (2) a program of study for library technicians; or (3) a subject field directly related to the employee's job responsibilities so as to improve his capability to perform his specific job, shall have up to a total of three (3) hours per week with pay to attend such classes. The hours shall be set up in advance with the Department Head and be arranged so that they shall not be seriously detrimental to service.

(b) An employee shall be permitted up to three (3) hours in total per week to take undergraduate courses of the employee's own choosing for credit or to attend graduate conferences with the presentation of written confirmation of such conferences, or up to four (4) hours per week for graduate courses for credit, unless such action would be seriously detrimental to service. The manner of making up the time or other arrangements relating to the time away from work must be satisfactory to the immediate supervisor.

(c) Courses may be taken under the provisions of either subsection (a) or (b) but not under both in the same term.

Section 6. The following conditions shall apply for personal leaves of absence:

(a) Personal leaves of absence without pay will be granted for periods up to six (6) months to employees who have been employed more than six (6) months, unless such action would be seriously detrimental to service. Employees are eligible for leaves subsequent to the first leave provided that between each leave there is a period of one (1) year or more, unless such action would be seriously detrimental to service.

(b) Requests for leaves must be submitted in writing to the immediate supervisor according to the following schedule: for leaves of less than five (5) working days, normally three (3) working days prior to the leave; for leaves of five (5) or more working days up to one (1) month, normally two (2) weeks prior to the leave; for leaves of more than one (1) month up to six (6) months, normally three (3) weeks prior to the leave. For leaves of five (5) or more working days, a copy of the request must be submitted to the Library Administration Office. The responsible supervisor will make every effort to respond as soon as possible to the written requests.

(c) The University requests notification as soon as possible if the employee should not be able to return by the date originally specified.

(d) Requests for leaves must specify a definite date of return up to six (6) months. Normally extensions to such leaves shall not be granted.

(e) Individuals on approved leaves of absence will be reinstated in the same job category, but there will be no guarantee of their being placed in the same position.

(f) If an employee returning from a leave chooses to apply for a vacant position for which the employee is eligible within the employee's job category and which has already been posted for five (5) working days, the employee may do so, provided that the employee's original job has not been held for the employee and that the jobs which have passed the posting period have not been offered to applicants outside the library system.

(g) Employees who are hired on a temporary basis shall, no later than the effective date of their employment, receive written

notification of their termination date. They shall be notified of the possibility of an extension of their termination date if the leave of the incumbent employee is extended. Copies of the notifications shall be sent to the Union.

(h) Employees who go on leave without having completed six (6) months in the position which they are leaving shall not be eligible to return to a new position until six (6) months after they began work in the vacated position. This shall not apply if a vacancy exists for which no other eligible member of the bargaining unit applies.

(i) If the yearly review of performance of an employee requesting a leave of absence of more than one (1) month is due during the leave period, the performance rating shall be made three (3) weeks prior to the date leave is taken. If leave is taken for less than one (1) month, the rating shall be made after the employee returns. In the case of an unsatisfactory rating, the two-month probationary period shall begin with the date of review and shall be continued with the return from leave.

(j) Employees who return from leaves of absence to positions other than those from which they left shall be subject to the thirty (30) day probationary period. An unsatisfactory rating at this time shall be equivalent to an unsatisfactory rating under Article XI.

(k) An employee who is on leave for more than one (1) month will pay in advance the group insurance premiums that would normally be deducted from pay checks during the leave period.

(l) The University shall maintain its share of medical benefits for those on approved leaves of absence.

(m) Employees may not accept other employment while on leave of absence unless prior notification to the library has been given of the unusual circumstances and approval obtained.

Section 7. An employee who has been employed more than six (6) months and who wishes a leave under Section 6 for maternity purposes will be permitted to use her accrued sick days and vacation days before going on leave without pay. The personal leave for maternity purposes is the only leave (a) that will be excluded from the conditions set forth in 6(a) above and (b) that will be allowed an extension of six (6) months without pay based upon a written request at the end of the first six (6) months. Upon returning to work within one (1) year, the employee shall receive one (1) week's pay for each completed year of service, to be paid within one (1) month of her return.

Section 8. Any employee who is a member of the reserve force of the United States or of any state and who is ordered by the appropriate authorities to attend a training program or perform duties other than active duty under the supervision of the United States or of any state shall be granted a leave of absence during the period of such activity with no loss of pay.

Any employee who enters into active service in the Armed Forces of the United States while in the service of the University shall be granted a leave of absence for the period of military service.

Any employee who shall be imprisoned for refusal to accept induction into the Armed Forces of the United States shall be granted a leave of absence for the period of imprisonment.

Section 9. Employees on leaves shall continue to accrue University and Library seniority with the exception of seniority for promotion and retirement credit. Such employees shall not accrue working unit seniority.

ARTICLE XVI

LEAVES OF ABSENCE FOR UNION BUSINESS

Section 1. At the written request of the Union, the University shall grant either an officer or a duly elected or appointed representative not to exceed two (2) employees at any one time, a leave of absence without pay for a period not to exceed one (1) year or the period of elected office. The purpose of this leave is to permit the representative(s) to work for the International, District Council and/or the Local Union on Union Business. During the period of such a leave of absence an employee will not accrue seniority, nor will the University have any obligation for continuation of benefits as specified elsewhere in this Labor Agreement. Such leaves may be extended upon written request thirty (30) days prior to the termination thereof.

Section 2. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's National Convention.

Section 3. At the written request of the Union, employees, not to exceed two (2), shall be granted a leave of absence without pay for attendance at the Union's State Convention, the State AFL-CIO Convention and/or the Union's District Convention.

ARTICLE XVII

VACATIONS

Section 1. Employees shall be granted vacation days annually on the basis of University seniority. Vacation allotment shall be computed from May 1 through the following April 30 according to the following schedule:

(a) Employees who have not completed one (1) year of service by May 1 – one (1) working day for each month of service completed by May 1 not to exceed ten (10) working days.

(b) Employees who have completed one (1) year of service by May 1 – ten (10) working days.

(c) Employees who have completed two (2) years of service by May 1 – fifteen (15) working days.

(d) Employees who have completed three (3) years of service by May 1 – twenty (20) working days.

(c) Additional working days will be granted as vacation for employees with one (1) year of service as in (b) or two (2) years of service as in (c) for additional months of service completed by May 1 on the following basis:

One (1) additional working day for three (3) months of service;

Two (2) additional working days for five (5) months of service;

Three (3) additional working days for eight (8) months of service;

Four (4) additional working days for ten (10) months of service.

Section 2. Each employee shall also receive the special Christmas vacation granted to University A-3 employees.

Section 3. An employee shall receive the employee's regular rate of pay during a vacation.

Section 4. Each employee shall be able to accrue unused vacation days up to the number of days to which the employee is entitled over a two (2) year period.

Section 5. Maximum flexibility regarding choice of vacation days shall be granted on the basis of seniority within a working unit, and vacation periods of five (5) days or more will normally be scheduled well in advance.

Employees who wish to take their vacations in days, that is in periods of less than five (5) days at a time, shall give at least three (3) working days advance notice of such days to their immediate supervisors.

Section 6. When issuance of pay would normally occur during an employee's vacation period, the employee shall receive the employee's pay prior to the vacation upon two (2) weeks notice to the immediate supervisor.

Section 7. At termination an employee will receive full pay at the employee's current rate for all unused vacation days.

Section 8. Vacations will normally be taken during June, July, and August. They may be taken at other times of the year as long as such times would not be seriously detrimental to library service.

ARTICLE XVIII

HOLIDAYS

Section 1. The following holidays or the day on which the holiday is observed shall be considered non-work days:

New Year's Day

Martin Luther King's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving Day and the following Friday

Christmas Day

Section 2. When a holiday falls during a weekend or an employee's vacation or on a day on which the employee is not scheduled to work, equivalent non-work days shall be granted to the employee.

ARTICLE XIX

LUNCH HOURS AND REST PERIODS

Section 1. Each employee shall be permitted to take a lunch hour between the hours of 11:00 a.m. and 2:30 p.m. at the employee's discretion except in working units where the University decides that personnel is required at all times. In such working units, lunch hours shall be assigned with preference to the employees' seniority in the working unit.

Exceptions to the 11:00 a.m. to 2:30 p.m. lunch hour limitation shall be made in recognition of the special needs of an employee on a given day.

Section 2. Each employee shall be entitled to one twenty (20) minute rest period during each half of the day. Rest periods shall normally be taken toward the middle of each half day at the discretion of the employee except in working units where the University decides that personnel is required at all times. In such working units, rest periods shall be assigned with preference to the employees' seniority in the working unit. Rest periods shall not be cumulative.

Section 3. The University shall attempt to provide adequate lounge facilities for all employees, including adequate seating, a cot, a refrigerator, and a hot plate.

ARTICLE XX

HEALTH, WELFARE, AND EDUCATION

Section 1. The University shall maintain at its own expense membership in Blue Cross (Co-Pay Comprehensive), Blue Shield (Plan B) and the Major Medical Plan II for each employee after six (6) months of service in the University.

For the term of this labor agreement the University shall pay the full cost of family coverage for those employees requesting family coverage for their dependents.

Section 2. The University and the Union agree that all of the terms and provisions of the Group Life Insurance Plan (effective February 19, 1926), the Long-Term Disability Income Plan for University Personnel (effective July 1, 1965), and the Employees Retirement Allowance Plan (effective January 1, 1948) shall be and hereby are incorporated herein by reference as fully as though expressly set out herein, and that the parties hereto shall be bound thereby, except as written below; provided, however, that the University agrees that during the term of this Agreement it will not without the knowledge and consent of the Union, modify, suspend, or discontinue

any of these plans insofar as they affect employees covered by this Agreement.

The University agrees to supplement the Employees Retirement Allowance Plan with full payment for credit earned from the date of employment up to the date on which an individual employee's retirement credit begins under the terms of the Employees Retirement Allowance Plan.

Section 3. An employee shall have the option of working for three (3) years after the employee's 65th birthday, on a year to year basis, provided the University is satisfied that the employee has the continued mental and physical capacity to perform the duties of the employee's job. Such employees shall not be eligible for promotion of accrual of retirement credit during this period.

Section 4. If an employee takes a course in library science at Drexel University, the University shall reimburse the employee for tuition costs up to the amount of four (4) credit hours per quarter, upon satisfactory completion of the course, until the employee has obtained a master's degree in Library Science. It is understood that if one (1) of the required courses for the master's degree exceeds the credit hour limitation set forth previously, the University for such course only shall reimburse the employee for tuition costs up to the amount of six (6) credit hours per quarter, upon satisfactory completion of that course.

Section 5. Employees and their dependents, where applicable, are eligible to participate in the Faculty-Staff Scholarship Program in accordance with the provisions thereof as amended from time to time by the University.

Section 6. The children of employees who have worked full-time for at least three (3) years shall be eligible for participation in the Faculty and Staff Scholarship Program while matriculating at the University.

Section 7. The children of a deceased employee shall be eligible for the benefits of the Faculty-Staff Scholarship Program in accordance with the terms and conditions thereof.

ARTICLE XXI

DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the University the responsibility for applying this provision of the Agreement.

The University agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the University or any University representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause related to Union activity.

ARTICLE XXII

NO STRIKE – NO LOCKOUT

Section 1. As long as the Agreement is in effect, the Union shall neither cause nor counsel its members or any of them, to strike, to directly or indirectly commit any concerted acts of work stoppage, slow-down, or mass absenteeism. The members of the Union shall not strike, or directly or indirectly commit any concerted acts of work stoppage, slow-down or mass absenteeism. This clause shall not apply where the University refuses to follow the grievance procedure or refuses to arbitrate or comply with a valid award of arbitration. Likewise, it shall not apply where the Union is honoring a legal and lawful strike by another University-recognized bargaining unit.

Section 2. As long as this Agreement is in effect, the University will not lockout any employee. The term "lockout" as used above shall be construed to mean a refusal to permit employees to work, which refusal is issued with the sole purpose and intent of influencing a dispute relating to this Agreement.

ARTICLE XXIII

MISCELLANEOUS

Section 1. The University shall make available to the Union, upon its written request, any and all information and statistics the University has heretofore compiled and records it customarily maintains which are relevant to negotiations or necessary to the proper enforcement of this Agreement.

Section 2. Whenever members of the bargaining unit are mutually scheduled by the parties to this Agreement to participate during working hours in conferences, meetings, or negotiations respecting the collective bargaining agreement, they will suffer no loss in pay and will not be required to make up the time.

This shall further apply to those two members of the bargaining unit who serve on the Executive Board of District Council 33 whenever they are required to attend meetings of that body.

Section 3. The University will provide sufficient copies of this Agreement for present and new employees no later than July 1, 1973. The Union shall distribute copies of this Agreement to all present employees. The University shall supply copies of this Agreement to new employees at the time they are hired.

Section 4. Employees shall be entitled to the same borrowing privileges in the University Library system as the professional library staff.

Section 5. Employees shall not be subjected to public reprimands.

Section 6. The Local Union shall have the use of the University telephones and the intramural mail.

Section 7. Employees shall be permitted to use University telephones for personal calls, providing that they follow the University procedure for charging such calls.

Section 8. The University shall not expect or ask its employees to increase their output beyond reasonable limits. The Library system is, however, obligated to function during its scheduled hours regardless of shortage in staff due to unforeseeable conditions such as illness or weather emergencies, etc. and is subject to seasonal and at time unpredictable fluctuations in use. At any one time, it may thus be faced with temporary increases in work and may of necessity call on its employees to cope with such increases in work. Any complaint of unfairness in the assignment of such increased work may be taken up through the regular channels of the grievance procedure.

Section 9. The University shall furnish and maintain suitable bulletin boards or space in convenient places in each work area to be used by the Local Union.

Section 10. If in any work area the temperature remains below 60 degrees Fahrenheit for more than two (2) hours, the employees shall be dismissed, or, if feasible, moved to perform the regular duties of the job category in another work area. If personnel is required in such an area, a skeleton staff shall remain and be compensated for all time worked under these conditions by time off at the rate of 1½ hour per hour worked.

If the temperature rises and remains for two (2) hours above 82 degrees Fahrenheit in an air-conditioned area or 88 degrees Fahrenheit in an area where there is no air-conditioning, the same procedure shall be followed. Furthermore, if at any time, certain employees are dismissed early and a skeleton staff remains, this skeleton staff shall be compensated by time off at the same rate as above.

In any of the above-mentioned instances when a skeleton staff remains at work, the employees who are to be on the skeleton staff shall be chosen in the manner described in the overtime provisions in Article XIII.

Section 11. The University shall furnish all necessary equipment and tools that an employee may need to perform his job duties.

Section 12. Employees shall be entitled to the maximum discount offered to any University employee or student at any store operated by the University with the exception of certain special faculty discounts.

Section 13. Employees shall be entitled to participate in the University Federal Credit Union.

Section 14. Employees shall be entitled to participate in the University Payroll Savings Plan.

Section 15. An employee who develops a temporary disability will be given alternate job duties whenever possible for the duration of the disability in the event that the employee's regular job duties would endanger the employee's condition. The university recognizes its responsibility with respect to the health of its employees to maintain normal library working conditions.

The University further recognizes its responsibility to maintain conditions of safety and security in and around the buildings in which employees work.

Section 16. The University shall immediately correct any errors in an employee's pay check. The University shall attach a statement explaining the difference in the gross pay to all paychecks containing monies different from an employee's normal gross rate of pay in a pay period.

Section 17. The University shall provide parking space for all employees who work unusual hours beyond 6:00 p.m. at no cost to the employees and as close as possible to the buildings in which such employees work.

ARTICLE XXIV

TEMPORARY VACANCIES

Section 1. If the Library Administration determines that a temporary vacancy caused by a personal leave of absence, or a leave of absence for Union business, is to be filled, such temporary vacancy, at the discretion of the Library Administration, may be filled as follows in Section 2 or Section 3 below.

Section 2. A temporary vacancy may be filled through temporarily up-grading an employee as follows:

(a) The temporary vacancy shall be posted in the Working Unit, where the temporary vacancy exists, for two (2) working days.

(b) The temporary vacancy shall be filled by the employee with the greatest working unit seniority who is in a lower job category in the working unit.

(c) In the event no employee in a lower job category requests such temporary up-grading, then the temporary vacancy shall be posted in the department (where applicable) for two (2) working days, and shall be awarded to the employee with the greatest library seniority who is in a lower rated job category and who has bid the temporary vacancy.

(d) All temporary up-gradings shall be subject to the applicable provisions of Article VII, Sections 4, 9 and 10.

(e) Any employee filling a temporary vacancy shall be paid the rate for such position in accordance with Article VI.

(f) Employees filling a temporary vacancy shall continue to accumulate seniority in their regular classification and shall in no way be restricted from exercising their rights under Article VII.

(g) In the event the temporary vacancy becomes a permanent vacancy, the employee filling such temporary vacancy shall be considered, providing such employee so bids, for selection before a new employee is hired and providing the applicable conditions of Article VII are satisfied.

(h) An employee while filling a temporary vacancy will be covered by the provisions of Article XI.

(i) Any employee who is in a probationary period shall be excluded from consideration for temporary up-grading.

Section 3. A temporary vacancy may be filled through hiring an employee in accordance with Article XV, Section 6 (g), and, in such an event, the following conditions shall apply:

(a) An employee, regardless of the stated period of employment, will, during the first six (6) months of employment be considered as a probationary employee under the labor agreement, and during the total period of employment shall be eligible for participation under all benefit programs and other provisions of the labor agreement as any other probationary or regular employee except: Article VII, except as noted in (d) below; Article XV, Sections 2, 3, 6, 7, 8 and 9; Article XVI.

(b) An employee with a stated date of termination within six (6) months or less of the date of hire shall upon termination receive a performance review and such performance review shall not be subject to the grievance procedure.

(c) An employee with a stated termination date shall be eligible for Unit of Service increases and any salary increase made applicable to the bargaining unit.

(d) An employee with a stated termination date of more than one (1) year from date of appointment shall be eligible for promotion from junior level to senior level as provided for in Article VII.

(e) An employee with a stated termination date who accepts, during or after the stated period of employment, another position without a stated termination date shall have (1) University and library seniority accumulate in accordance with Article III, Section 1, but excluding time not spent in pay status in computing time for completion of any probationary period or promotion purposes.

Section 4. If the Library Administration decides to fill a temporary vacancy, the Union shall be notified by what method before the vacancy is to be filled.

Section 5. An employee with a stated termination date may within the first six (6) months be terminated for cause and such terminations are not subject to the grievance procedure.

Section 6. A temporary vacancy with a duration of one (1) year or more and/or to which a return to employment date cannot be determined shall be reviewed with the Union before being filled under the provisions of this Article or Article VII.

ARTICLE XXV

EXAMINATION BY DOCTORS

Section 1. Where a medical examination by a qualified physician may be required to determine the need for an adjustment in an employee's status, the cost will be paid by the University and will be conducted by doctor or doctors who are regularly employed for this purpose by the University/Library and/or its insurance carrier for the treatment of injuries sustained by employees in the course of their work. If such an examination should disclose that the employee's condition indicates that the Library Administration should make an adjustment in the employee's status, such adjustment may be made as necessary to correct the situation.

Section 2. If the employee questions the decision of the examining physician, the employee may support this question by submitting in writing a contrary opinion furnished to the employee by a qualified physician, whose fees the employee has paid. In such an event and if the decision of the University/Library physician is not changed as a result of the statement of the employee's physician, then the two (2) physicians shall select a third qualified impartial physician who will be required to make an examination of the employee and render a decision. In such an event the fees of the third physician shall be paid equally by the Library Administration and the employee. The decision of the third impartial physician will be controlling on both the Library Administration and the employee.

Section 3. If an employee submits in writing an opinion furnished to the employee by a qualified physician as a basis for a requested adjustment in the employee's status, the procedure in Sections 1 and 2 above can apply, with the original opinion submitted by the employee accepted as the opinion to be supplied by the employee in Section 2 above.

ARTICLE XXVI

DURATION

The undersigned representing the University of Pennsylvania and Local Union No. 590 affiliated with the American Federation of State, County, and Municipal Employees, AFL-CIO, and its District Council #33, hereby mutually approve the foregoing collective bargaining agreement, effective May 1, 1973, and it shall remain in effect and full force until and including the 31st of October, 1974, subject only to such changes in phraseology as may be mutually satisfactory to counsel representing both parties.

For: THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

Richard De Gennaro

Joan I. Gotwals

Eleanor B. Allen

Lois M. Kershner

George W. Budd
Director of Labor Relations

For: LOCAL UNION NO. 590 AFFILIATED WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, AND ITS DISTRICT COUNCIL NUMBER 33

Marilyn B. Horen

Harvey J. Sudler, Jr.

Norma J. Ford

Roy R. Heinz

James Gray

Frances Gendimenico

David Foss

Howard S. Deck
President, Local No. 590

Charles Dade

Ronald M. Smith

APPENDIX A

JOB DESCRIPTIONS

NOTE: *References to typing as they occur in the following job descriptions relate to the need for typing in certain positions within the relevant job categories as they have existed to the date of the present Agreement.*

POSITION:

Library Door Guard

DEFINITION:

Oversee exits from library building and controlled areas within the building.

DUTIES:

Check all materials being removed from the building to verify that library items are properly charged.

Provide general surveillance over individuals entering the building.

Provide directional information and similar kinds of assistance for library users.

Perform other tasks as assigned such as sorting cards and separating pages of books and other library materials simultaneously with the guard duties.

POSITION:

Library Stack Attendant

DEFINITION:

Responsible for the physical arrangement and order of material in the library collections.

DUTIES:

Shelve or otherwise store library materials in accordance with the appropriate classification system or another method of organization.

Maintain the order of materials, whether by shelf classification number, file scheme, or special systems for categories of materials, such as manuscripts, loose-leaf services, documents, etc.

Substitute for circulation desk clerks and exit attendants as required.

Provide directional information and assistance in locating materials as requested by library users.

Serve occasionally as messenger to campus and off-campus points. This would constitute the picking up, and packing whenever necessary, of books or other library materials in light quantities and delivering such books or other library materials to or from a library.

Work on shifting projects within the library.

Pack books and prepare materials for moving or shipment.

Occasionally assist in setting up and arranging chairs for special meetings, events, etc.

Report to supervisor any security and discipline problems in assigned stack area.

At closing of the library, clear stacks of people and secure assigned areas.

In departmental library, duties might cover a wider range of functions, such as sorting and distributing mail within the unit, maintaining supplies for photocopying machines, operating same, collecting monies therefrom, and generally servicing such machines.

POSITION:

Library Clerk

DEFINITION:

Library clerks perform a wide range of functions related to processing library materials, maintaining library records, and assisting library users to locate and borrow materials.

DUTIES:

In Technical Service Areas

Prepare and type book purchase orders and other requests and maintain related files.

Check in-coming books and other library materials in a variety of languages against purchase orders, check their condition; check depository shipping lists; and prepare, check or approve invoices for payment.

Oversee invoice processing, maintain single entry ledgers.

Maintain shelflist records, maintain statistics and prepare reports.

Using bibliographic information as provided, locate items in card catalogs and appropriate sources as directed.

Enter serial receipts on appropriate records, prepare claims for missing issues.

Under supervision, process books in a variety of languages using catalog information, including the matching of material against the holdings of the library, and adding holdings where necessary.

File cards, loose-leaf services and other library materials and discard as instructed.

Preparation and reproduction of cards for library catalogs, including typing and stamping required information, and operation and care of necessary equipment.

Handle limited shelving as required by other duties.

Sort mail, open and prepare packages for shipment.

Request and pick up supplies for departments or sections.

Assemble materials for binding, including preparation or typing of instructions, maintaining related files, and checking invoices submitted by binder.

Process materials for shelving (plating; printing, typing and applying labels; marking; and stamping).

Repair damaged library materials, bind pamphlet materials in prefabricated pamphlet binders, make portfolio covers, and prepare materials for binder.

In Reader Service Areas

Charge and discharge library materials to readers, maintain circulation files, search shelves as required, type or prepare necessary notices and correspondence, maintain statistical records, handle limited shelving as required by other duties, and assume responsibility for circulation operations during assigned periods of limited use.

Provide directional and procedural information when requested by readers.

Operate duplicating and copying equipment at production speeds, including locating material as requested, billing for work done, keeping records pertinent to the operation, and maintain supplies.

Process reserve book lists submitted by faculty members, including typing forms from information supplied, checking library holdings and appropriate sources as directed, typing cards for department files, and maintaining related files and catalogs.

Request, distribute and pick up supplies for departments or sections.

In departmental libraries, the distinction between technical services and reader services is not clear-cut and duties may include functions from both areas and may also overlap with those of other positions.

Be alert to users' needs or dissatisfaction in service areas and report problems and irregularities to supervisors for proper attention.

POSITION:

Library Typist

DEFINITION:

A skilled production typist handling particular routine blocks of work.

DUTIES:

Typing catalog cards, other bibliographic records, orders, form letters and other production typing.

Alphabetizing and some filing.

Sorting and distribution of cards to specific catalogs.

In some departments or departmental libraries, the typist may handle a somewhat broader range of clerical duties.

QUALIFICATIONS:

A minimum of a high school education is normally required. Normally up to two years experience as a typist or clerical assistant is required. Accurate typing at a minimum of thirty-five (35) words per minute.

POSITION:

Data Input Clerk

DEFINITION:

This is generally routine work performed under general supervision involving the operation of keypunch and key verifying equipment.

DUTIES:

Responsible for alphabetical and numerical keypunching and key verification of various types of cards and design of program cards and work flow.

Selects information from source documents and punches data into cards, also inserts required data not shown on source documents.

Maintains various records and statistics including typing, filing and other clerical duties where required.

May be required to operate auxiliary equipment such as an interpreter, sorter, collator, reproducer.

Performs such related duties as the assembly and distribution of work; ordering and maintaining proper levels of supplies for machines.

Performs manual proofreading and verifying, pasting, and book sorting where required by the keypunching application to maintain an even flow of work.

QUALIFICATIONS:

A minimum of a high school education is normally required. One year of direct experience in the operation of keypunch and key verifying equipment or satisfactory completion of a qualifying examination. Ability to distinguish between numerous documents and to take appropriate action required by each type of document.

POSITION:

Audio-Visual Assistant

DEFINITION:

Responsible for production and maintenance of audio-visual materials.

DUTIES:

Photographing library materials for slide purposes; taping lectures; converting tape reels to cassettes; labeling and marking and filing of slides and tapes; maintenance and updating of audio-visual files; assisting in use of audio-visual equipment.

QUALIFICATIONS:

High school education. Technical training in photographic and audio-visual equipment. Preferably one year of related experience.

POSITION:

Slide Photographer

DEFINITION:

Responsible for slide photographic work of the Library.

DUTIES:

Photographing material usually from books or other library materials for slide purposes.

Photographic processing.

Making and mounting of slides.

Filing slides and performing related duties, such as weeding, and handling inventories of slide files, etc.

QUALIFICATIONS:

A high school education is normally required. Technical training in photographic equipment. One year of related experience.

POSITION:

Library Acquisition Bookkeeper I

DEFINITION:

Responsible for bookkeeping operations for library acquisitions accounts.

DUTIES:

Process invoices and prepare voucher forms for payment by University Comptroller's Office, including conversion of amounts in foreign currency to U.S. dollars.

Maintain bookkeeping system, including ledger files, bill files, and related records.

Verify daily and monthly balances of transactions and prepare monthly journal vouchers charging individual accounts for payments made through central clearing account.

Work with Library staff and University Comptroller's Office on matters related to payment of invoices and accounting of book funds.

Prepare periodic reports of accounts and balances, and reconcile with Comptroller's accounts.

Assign work to student assistants.

QUALIFICATIONS:

A minimum of a high school education is normally required, preferably including relevant business courses. Mathematical aptitude; knowledge of bookkeeping and related business practices based on one (1) year of experience or equivalent education. Some typing and ability to operate adding machine.

POSITION:

Assistant Head of Stacks

DEFINITION:

Working in the context of the established procedures and policies, responsible for the order and maintenance of the stack collections.

DUTIES:

Train and oversee the work of stack attendants on duty during the shift worked or in assigned stack areas.

Assist readers in stack areas, supervise proper use of library materials and facilities, and enforce library regulations.

Identify those stack sections, observed in the course of the normal job routine, where books need repair or rebinding and report these areas to the person responsible.

Serve as building supervisor during periods of limited use, which includes overseeing building security, maintaining order, being responsible for the building as a whole.

Participate in special shelf reading and inventory projects, participate in maintaining seminar and special collections.

Assist in shelving and sorting of books as required.

Substitute for door guards as required.

QUALIFICATIONS:

Because of late hours and responsibilities for building security, a man is required. A minimum of a high school education is normally required with an interest in and aptitude for "book centered" work. Pertinent experience: for those in the library system, two (2) years as Senior Library Clerk, preferably with stack experience; for those outside the library, three (3) years of pertinent experience. Ability to work a schedule which involves weekend and evening work on a rotating basis. Mature judgment and a sense of responsibility.

POSITION:

Library Service Assistant I

DEFINITION:

Library Service Assistants, under the general supervision of professional staff members, are responsible for circulation and information desk operations, some training and supervision of library clerks and part-time staff, and the maintenance of records and files established in libraries to govern the acquisition, organization, and preservation of collections.

DUTIES:

Supervise and assist in circulation desk operations, providing information and assistance to readers, solving problems, handling complaints, etc.

Supervise proper use of library materials and facilities and enforce library regulations.

Maintain department library serial records, catalogs, and bindery records.

Some training and supervision of clerical staff and student assistants, scheduling staff, and assigning work.

Process materials for special collections, e.g., pamphlet files, technical report collections, etc.

Charge out microtext materials; instruct library users in operation of microtext readers and other special equipment.

Prepare or type correspondence relative to service or acquisitions.

In smaller departments, duties might cover the entire range of library operations.

POSITION:

Bibliographic Assistant I

DEFINITION:

Bibliographic Assistants are responsible for the creation, maintenance, and interpretation of the bibliographic records that describe library holdings and for the bibliographic processing of additions to the collections.

DUTIES:

As above and as follows:

Process purchase requests for books and serials by checking appropriate files, catalogs, bibliographies, and other appropriate sources to verify holdings, to complete bibliographic information, to establish entries, to identify source, price, etc. Perform acquisitions functions, including ordering, correspondence, billing, etc.

Under only general supervision, using cataloging information provided, process monographs and serials following more complex procedures than in routine processing, including necessary bibliographical searching and determination of proper forms.

Under general professional supervision, some training and supervision of clerical staff, part-time and student assistants, and assignment of work.

POSITION:

Library Acquisition Bookkeeper II

DEFINITION:

Promotion into this classification is based on two (2) years of service in Library Acquisition Bookkeeper I.

DUTIES:

Employees promoted into this classification on the basis of experience will assume greater responsibilities and more complex duties in the job category.

POSITION:

Senior Library Clerk

DEFINITION:

Promotion to this classification is based on periods of service as specified in Article VII, Section 3a.

DUTIES:

Employees promoted into this classification on the basis of experience will assume greater responsibilities and more complex duties in the job category.

POSITION:

Library Service Assistant II

DEFINITION:

Promotion to this classification is based on periods of service as specified in Article VII, Section 3b.

DUTIES:

Employees promoted into this classification on the basis of experience will assume a higher degree of responsibility and independence in performing the duties of the job category.

POSITION:

Bibliographic Assistant II

DEFINITION:

Promotion to this classification is based on periods of service as specified in Article VII, Section 3b.

DUTIES:

Employees promoted into this classification on the basis of experience will assume bibliographic work at advanced levels involving materials of unusual complexity.

POSITION:

Head Typist

DEFINITION:

Responsible for operation of Card Preparation Section, for training and overseeing the work of the staff, and for handling the more complex typing assignments.

DUTIES:

Oversee staff in the unit, train them and manage work flow.

Act as authority on questions of proper forms and procedures.

Handle communications with other library units involving work of the unit.

Handle typing of more complex work and any or all of the other duties outlined under Library Typist.

Maintain supplies and constant check on condition of equipment.

QUALIFICATIONS:

A minimum of a high school education is normally required. Accurate typing at a minimum of thirty-five (35) words per minute. A minimum of four (4) years experience as a Library Typist or related work experience.

POSITION:

Head of Stacks

DEFINITION:

Directly responsible for the order and maintenance of stack collections as well as for general building supervision during limited periods as assigned.

DUTIES:

Train and oversee work of stack attendants and Assistant Heads of Stacks.

Responsible for maintenance of seminar and other special collections.

Serve as building supervisor on assignment during limited periods, including overseeing building security, maintaining order, being responsible for building as a whole.

Direct and participate in shelf-reading and inventory projects, and carry out projects related to stacks as assigned.

Plan and carry out shifting projects of books and other library materials in stacks.

Assist readers on stack floor.

Shelving and sorting books and other library materials as required.

Check materials on graduate and faculty carrels.

QUALIFICATIONS:

High school education is normally required. A minimum of two (2) years as Assistant Head of Stacks. See qualifications for Assistant Head of Stacks which also apply.

POSITION:

Evening Superintendent

DEFINITION:

Responsible for building security, physical plant, and general library operations of central library complex on a regular nightly basis.

DUTIES:

Supervise building security and general library operations.

Maintain continuing surveillance of physical plant.

Make appropriate decisions independently and in accordance with established policy as necessary during evening service hours.

As necessary, work with University departments to handle special security or emergency maintenance problems or to achieve acceptable levels of cleanliness.

Oversee stack operations during evening hours, including responsibility for training and supervising those working in the stacks and as Library Door Guards.

Oversee the delivery of computer input to the computer center and the security problems therein.

Provide assistance in locating library material.

QUALIFICATIONS:

At least three (3) years of pertinent experience is required in progressively responsible supervisory jobs. Ability to train, supervise, and assess performance of staff members; and mature judgment in dealing with the full range of problems, both human and mechanical, that develop in a heavily used major library building.

POSITION:

Head of Unit

DEFINITION:

Responsible for the operation of a small library unit under the general direction of the relevant academic department and the Office of the Director of Libraries.

DUTIES:

Handles full range of duties necessary to operate a small library unit. This would include organizing the unit; developing operating budget within general administrative guidelines; working closely with faculty in developing services needed by the relevant academic departments; carrying out reference, circulation and acquisitions functions; scheduling and directing work of student employees as necessary; handling correspondence and maintaining files; preparing materials for binding; and ordering supplies and equipment.

QUALIFICATIONS:

An undergraduate degree or library experience in a relevant field, or a combination of the two. Mature judgment, a sense of responsibility, and a service oriented outlook are essential. Ability to handle foreign language material is normally required.

POSITION:

Binding Specialist

DEFINITION:

Responsible for operation of the Bindery Section, training and overseeing the employees working there, and advising librarians on binding questions generally.

DUTIES:

Coordinate and review the work of clerical and part-time employees in Bindery Section and train staff.

Examine materials to be bound and determine appropriate methods of handling.

Assign work of the Section and develop procedures and records for handling books and other library materials to be bound.

Prepare books and other library materials for binding, rebinding, etc. including materials requiring special instructions.

Handle communications with commercial binderies and internally with library units.

Purchase necessary supplies and equipment for repair and binding.

Examine books and other library materials returning from binders for quality of workmanship and conformity to binding standards.

Consult with responsible staff on library binding needs and recommend methods to meet specific requirements.

QUALIFICATIONS:

Knowledge of and experience with binding methods, standards, materials, etc. acquired through related work over a period of five (5) years. Ability to handle foreign languages. The minimum of a high school education is a normal requirement.

POSITION:

Library Photographer

DEFINITION:

Responsible for the photographic and copying activities of the Library.

DUTIES:

Photographing, microfilming, photostating, and Xeroxing library materials including collection preservation.

Photographic processing.

Billing and ledger operations in connection with photographic work; statistical reports.

Locating library materials for photo reproduction.

Assisting library users in photographic matters.

Minor servicing of equipment, reporting necessary repairs, ordering supplies.

Training full and part-time staff in use of machines.

Operating slide projector and other photographic equipment in connection with library functions.

QUALIFICATIONS:

High school graduate. Technical training in photographic equipment. Three (3) years of related experience.

POSITION:

Head, Slide Collection

DEFINITION:

Responsible for operation of the Slide Collection, training and supervision of staff, coordinating acquisitions and bibliographical functions.

DUTIES:

Assigns work, develops procedures, trains and reviews work of clerical and part-time assistants. Performs bibliographic functions, including acquisition and cataloging of slides and photographs. Performs reference functions involving slide and photographic materials. Works closely with faculty in selection of new materials. Purchases supplies and equipment for Slide Collection.

QUALIFICATIONS:

Undergraduate degree in Art History. Ability to handle foreign languages. Extensive skill in bibliographical and reference work. Three years previous experience in related work.

POSITION:

Bibliographic Specialist

DEFINITION:

Does bibliographic work at advanced levels involving materials in a specific subject or language area or involving a special form of material.

DUTIES:

Performs acquisitions or cataloging functions in specific subject or language areas or for special materials, including selection, searching, and bibliographic description, preliminary subject analysis and preliminary classification.

QUALIFICATIONS:

Extensive skills in bibliographic matters, developed through a cominbation of experience and specific training. An undergraduate degree, normally in a pertinent subject or language field, and frequently, an advanced degree. Actual experience in bibliographic work and the ability to work independently.

APPENDIX B

WORK RULES

Rest Breaks

Employees will normally take their breaks in or around the building whenever facilities are provided therein.

Smoking

Employees are requested not to smoke while on duty at public service desks. Other smoking limitations may be established where necessary.

Illnesses

If an employee is ill, the employee should notify the immediate supervisor as early in the day as possible and no later than the scheduled time of the employee's arrival. On certain opening schedules, it may not be possible to meet the latter provision, in which case the employee shall notify the supervisor as soon as possible.

On returning from an absence, an employee should report to the immediate supervisor as soon as possible so that the employee's record may be kept current.

If illness causes an employee to leave after reporting to work, the portion of the day that the employee does not work shall be deducted from the employee's sick leave allowance.

Lateness

If urgent or unforseeable circumstances should cause an employee to be late, the employee should notify the immediate supervisor as soon as possible to explain the situation.

The time lost in any lateness shall be made up in a manner which is mutually agreeable to both the immediate supervisor and the employee.

Dress

Employees will present a neat appearance and come to the libraries appropriately dressed for work.

Filing

In the interest of the employee as well as efficient operations, every effort will be made to distribute filing responsibilities so that an employee will normally not be asked to file cards for more than ninety (90) minutes in any half day.

Record-Keeping Device for Lateness

Any department of five (5) or more staff members may institute a record-keeping device for determining lateness, such as a sign-in book, following consultation with the staff of the unit and the responsible Union Steward. The procedures necessary for the operation of the record-keeping device may be changed each May 1, if desired, upon request of either party and mutual agreement thereto.

Statistics

Any statistics kept by an employee as part of the employee's job routine shall be submitted anonymously and shall not be used to the employee's disadvantage in any evaluation of his work performance.

The Library reserves the right to maintain other records in order to fulfill the contractual obligation to evaluate an employee according to quantity of acceptable work.

UNDERSTANDING IN THE ADMINISTRATION OF WORK RULES

1. All existing and future work rules shall be subject to mutual agreement before becoming effective. The University shall propose to the Union any changes in existing work rules or the establishment of new work rules, and such changes shall not become effective until they have been agreed upon by the University and the Union. After agreement, such new rules or changes shall be posted prominently on the bulletin boards for a period of ten (10) consecutive work days before becoming effective. Upon mutual agreement, a shorter period may be effected.

2. The University agrees to furnish each employee with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of employment.

   Employees shall comply with all existing rules, provided the rules are uniformly applied and uniformly enforced.

   Any unresolved complaint as to a work rule or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

UNIVERSITY OF ILLINOIS

POLICY AND RULES — NONACADEMIC

REVISED JUNE 30, 1972

Available from:

Editor
University Office of Nonacademic Personnel
302 Illini Tower
409 E. Chalmers St.
Champaign, Illinois 61820

Application

Policies, rules, and procedures identified as University-wide apply to all nonacademic employment and those identified by campus apply only to nonacademic employment at the particular campus.

Additional Material

Throughout the year, additions, revisions, and deletions to these Policy and Rules — Nonacademic will be announced in the *Staff Observer,* also issued by the University Office of Nonacademic Personnel. Additions should be filed in the inside cover pockets and other revisions and deletions should be made as appropriate within this Policy and Rules — Nonacademic book.

CHAPTER XVI
NEGOTIATIONS

University Policy: Negotiations

Section 36 D of the University Civil Service System Statute authorizes negotiations "to determine appropriate ranges or rates of compensation or other conditions of employment" for recommendation "to the Merit Board for establishment. . . ."

The University recognizes the principle of collective bargaining in respect to nonacademic employees. Each employee may make his own personal decision on employee organization membership. There will be no discrimination against any employee because he is a representative of nonacademic employees. The University will grant exclusive representation to and negotiate with an organization of nonacademic employees when such organization has been designated to represent them by a majority of the employees within an appropriate negotiations unit. Supervisors will be informed in detail as to the content of any collective agreements applicable to employees under their supervision.

The President shall issue such rules as are appropriate and necessary to carry out this policy.

Approved by the Board of Trustees

I. University Rules: Negotiations

A. Responsibility of the University Director of Nonacademic Personnel

The University Director of Nonacademic Personnel is assigned the responsibility and delegated the authority to —

1. Approve the granting of recognition to employee organizations in accord with the foregoing policy and these rules.
2. Establish general procedures for all negotiations and parameters for specific negotiations.
3. Maintain continuing cognizance over each negotiation including the development of any special ad hoc procedures for resolution of an impasse.
4. Assure that an appropriate degree of coordination among interested University officials exists in respect to each negotiation.
5. Endorse each agreement for signature by appropriate University officers and filing with the Secretary of the Board of Trustees as provided in Section 15 of The General Rules Concerning University Organization and Procedure.
6. Act for the University in respect to the submission of each negotiated agreement for Merit Board approval.

B. Appropriate Negotiations Units

A unit may be designated as appropriate for negotiations by the University Director of Nonacademic Personnel on a campus, college, department, craft, function or other basis which will insure a clear and identifiable community of interest among the classes of employees concerned. Except where special circumstances require otherwise —

1. An appropriate unit shall not include any managerial executive or any employee engaged in personnel work in other than a clerical or student employment capacity.
2. Professional employees shall not be a part of the same unit as non-professional employees. Professional employees for this purpose means —
   a. Any employee classed as exempt from the provisions of the Fair Labor Standards Act on the grounds that he is professional.
   b. Any employee who has completed the courses of specialized intellectual instruction and study and is performing related work under the supervision of a professional person to qualify himself to become a professional employee.

C. Majority Representation — a Condition of Recognition

1. A representative desiring recognition must establish its majority status within a negotiations unit by evidence, acceptable to the University Director of Nonacademic Personnel, that a majority of the employees in the unit —
   a. Have signed written authorizations for such representation, or
   b. Have designated such representation in a secret ballot of employees within the unit. A majority of the valid ballots cast will determine the outcome of any such secret ballot.
2. The method of demonstrating majority will be developed by agreement between the interested employee representatives and the Director of the

appropriate Personnel Services Office. In each case, the method must be acceptable to the University Director of Nonacademic Personnel and, in general, will be patterned after procedures of the Illinois Department of Labor or the National Labor Relations Board. If competing representatives are seeking recognition, the determination always will be by secret ballot.

D. Exclusive Recognition

1. A representative who is selected by a majority of the employees within the negotiations unit will be recognized as an exclusive representative for purposes of determining appropriate ranges of compensation or rates of compensation or other conditions of employment to be recommended to the University Civil Service System Merit Board. Such a representative is entitled to act for, and to negotiate agreements covering, all employees in that unit provided that —
   a. Any individual employee shall have the right at any time to present grievances under the University's grievance procedure and to have grievances adjusted as long as the adjustment is not inconsistent with the terms of any negotiated agreement then in effect. However, the terms of adjustment of a formal grievance shall be communicated to the negotiations representative by the University official acting at that stage of the procedure.
   b. A negotiated agreement may not impinge upon or modify any appeal or other rights of an employee under the University Civil Service System Statute or Civil Service Rules.
   c. The continuance of recognition is subject to challenge (including an opportunity to reaffirm) for good cause (e.g., loss of majority status, discontinuance of representation, etc.) during a reasonable period immediately preceding any reopening date of a negotiated agreement. This challenge can be exercised only by employees who are within the negotiations unit or by a Chancellor or by the University Director of Nonacademic Personnel.
2. The provisions of 1 above do not apply to any craft unit eligible and determined to be a prevailing rate class under Section 36 D 3 of the University Civil Service System Statute. In respect to each such craft unit, the University will

negotiate with the labor organization whose rate is used as the "prevailing rate of wage" in respect to the extent of application of other conditions in the local area agreement.

3. Nothing in these rules or in the provisions of the University Civil Service System Statute requiring Merit Board "establishment" of "negotiated conditions of employment" will be construed to eliminate any existing historically established customs and practices relating to conditions of employment unless specifically provided otherwise.

E. Governmental Policy and Rules

In all negotiations, the University Civil Service System Statutes, the University Civil Service System Rules, the University Retirement System Rules and the University *Policy and Rules — Nonacademic* will constitute basic and continuing conditions of employment accepted by employees engaged under them unless deviation therefrom is approved by appropriate authority.

F. Resolution of Impasses in Negotiations

In the event of a continuing impasse in any negotiation, the University will give consideration to the joint development of ad hoc fact-finding, advisory arbitration and similar procedure as means of developing a fair and equitable resolution of the issues.

Approved by the President

II. University Procedures: Negotiations

A. Recognition of Employee Organization

1. An employee organization which is recognized in a written collective agreement as the exclusive representative for a negotiations unit as of the date of approval of the above rules will continue to be the exclusive representative of that unit subject to I D 1 c above. The current practices of the National Labor Relations Board will be looked to for guidance in respect to timeliness of any challenge under I D 1 c.
2. An employee organization desiring to represent employees in a unit for which it is not now recognized should file a request for recognition with the appropriate Personnel Services Office. The request should state the unit claimed as ap-

propriate and how it is proposed to show majority status in such unit pursuant to I C above.

3. The Director of the Personnel Services Office will —
   a. Examine the appropriateness of the unit and adequacy of the method proposed for showing majority status.
   b. Obtain the views of the Chancellor and the University Director of Nonacademic Personnel on the questions raised.
   c. Request action by the University Director of Nonacademic Personnel in respect to the designation of the unit and the request for recognition of the representative.

B. Negotiations of Wages and Conditions

1. Proposals for changes in "ranges or rates of compensation or other conditions of employment" shall be submitted to the Personnel Services Office.
2. Prior to the negotiation or renegotiation of any changes, the Director of the Personnel Services Office shall invite departments interested to submit changes which they recommend in existing compensation and other conditions and to participate in the formulation of a position for all affected departments.
3. The Director of the Personnel Services Office subject to the advice and consent of the Chancellor will secure all relevant facts (including sources of funding) relating to the proposals of either the employee organizations or the departments; prepare appropriate analyses of same, and thereafter seek guidance from the University Director of Nonacademic Personnel.
4. A negotiations committee and a principal spokesman will be established by the University for each negotiation. The committee shall be selected from among nominations by the departments in which the employees affected are employed and by the Personnel Services Office. Committee membership shall not exceed a manageable number. The committee is authorized to develop an agreement for recommendation to the Merit Board through the Chancellor and the University Director of Nonacademic Personnel.
5. In the event of an impasse in negotiations, further guidance shall be sought from the University Director of Nonacademic Personnel.

6. A change in or exception to governmental policy or rules under I E above requires the approval of the person or organization that established it except as the policy or rule delegates to someone else the authority for such actions. Recommendations for such require the concurrence of the Chancellor and must be submitted through the University Director of Nonacademic Personnel. The University Director of Nonacademic Personnel will be responsible for coordinating with other University officers and for advising the President.
7. Employees appointed or elected to represent any appropriate negotiations unit will be allowed full pay for time required in negotiation during their regular work day or shift. Verification of their representative status is a responsibility of departmental supervision and the arrangements for excused absence from work shall be made by the employee with his immediate supervisor.
8. Following the conclusion of each negotiated agreement, the Personnel Services Office is responsible for publication and distribution of copies to the Chancellor, the Director of Business Affairs, Legal Counsel, the University Director of Nonacademic Personnel, each other Personnel Services Office and to supervisors of employees covered by the agreement.
9. The Director of the Personnel Services Office is responsible for informing supervisors as to the content of collective agreements applicable to employees under their supervision and for other action as needed to assure a full understanding of the terms of the agreement by affected supervisors.

Approved by the University Director of Nonacademic Personnel

AGREEMENT

between

WAYNE STATE UNIVERSITY

and

THE WAYNE STATE UNIVERSITY CHAPTER
OF THE
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

July 1, 1972 to June 30, 1974

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PREAMBLE

The intents and purposes of this Agreement are to improve the quality and effectiveness of education at Wayne State University by promoting the highest standards of academic excellence in all phases of instruction and professional service at the University. The parties hereto concur that these objectives can be materially achieved by means of amicable adjustment of matters of mutual interest.

To the extent that these objectives are recognized, it is understood that this entire Agreement shall be interpreted in each and every clause to achieve these goals.

I.

RECOGNITION AND DESCRIPTION OF UNIT

Wayne State University recognizes the Wayne State University Chapter of the American Association of University Professors as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All teaching faculty employed by Wayne State University — one-half fractional time or more in the following classifications: instructors, assistant professors, associate professors and professors and all academic staff employees — one-half time or more in the following non-supervisory classifications and subclassifications thereof: academic advisor, academic services officer, extension program coordinator, archivist, librarian, university counselor assistant, university counselor and university press editor but EXCLUDING assistant deans, associate deans and deans, assistant directors, associate directors, directors, adjunct faculty, research assistants and research associates, department chairmen in the colleges of Liberal Arts, Monteith, Engineering, Medicine, Business Administration, University Admissions Officer, Registrar, University Press Chief Editor and all other executives and supervisory employees and all other employees.

II.

PERSONNEL CLASSIFICATION

A. Information on Classification

The Association shall be provided information quarterly on the current classification of persons in the bargaining unit. The Association shall also be provided, twice a year, a list of the persons in the following excluded classifications:

1) Academic Directors, Academic Associate Directors, Academic Assistant Directors
2) Research Associates
3) Research Assistants
4) All Administrative Assistants

The Association shall be provided information at least monthly on individuals who were added to or deleted from the bargaining unit during the previous month.

B. New Classification Titles

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. The University agrees that if the functions of existing classifications are changed so that a classification is taken out of or put into the bargaining unit, or if new classifications are established covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Association, and meet upon request of the Association, to discuss whether such new or changed classification should become part of the bargaining unit covered by this Agreement.

In the event of a dispute over the inclusion of a new or changed classification into the bargaining unit, or exclusion of a new or changed classification from the bargaining unit, a grievance may be filed under the Grievance Procedure contained in this Agreement.

C. Disputed Classification

A grievance concerning the University's classification of an individual may be filed by the Association under the Grievance Procedure contained in this Agreement, but this provision shall not apply to questions of promotion or tenure.

III.

ADMINISTRATION RIGHTS

All managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

IV.

ASSOCIATION RIGHTS

A. The University hereby agrees that all employees of the University in this bargaining unit shall have the right to organize freely, join, and support the Association for the purpose of engaging in collective bargaining. There shall be no discrimination by the University because of membership in the Association, or because of activities on behalf of the Association, nor shall any attempt be made to discourage membership in the Association.

B. The University shall not aid, promote, or finance any other group or organization which purports to engage in collective bargaining on behalf of employees in the bargaining unit covered by this Agreement.

V.

ASSOCIATION PRIVILEGES

A. University Facilities and Services

1. The Association shall be permitted reasonable use of existing bulletin boards for the publication of notices pertaining to the conduct of Association affairs.
2. The Association shall be afforded the privilege of scheduling periodic meetings on campus providing appropriate facilities are available. Requests for such space must follow regular University procedures.
3. The Association shall be afforded reasonable use of University campus mail services (including pick-up and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding/insertion, envelopes, etc.
4. The Association shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, and food services, and such other services as may be contracted for by other campus organizations.
5. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Association when it uses such services or facilities.
6. In the event a problem arises concerning the appropriate use of University services or facilities, either the Association or the University may call for an immediate conference which shall be held between representatives of the University and the Association in an effort to reconcile the matter.

B. Information and Data

1. The University agrees to furnish to the Association in response to reasonable requests from time to time available information necessary for the Association to prepare for collective bargaining and to implement this Agreement.
2. It is understood that the University's willingness to comply with reasonable requests for information and data shall not be construed to require the University to compile information and statistics in the form requested if not already compiled in that form, unless mutually agreeable.
3. The Association shall receive all public Board of Governors documents, including agendas (in advance of the meetings), and minutes of all public meetings.

C. Telephones

The Association may install a 577-telephone extension for which the Association agrees to pay the installation and monthly charges.

D. Parking

The Association may receive two Master parking gate cards (for the regularly assessed fee) which the Association agrees will be used for official Association business only.

VI.

DEDUCTION OF ASSOCIATION DUES AND FEES

A. Authorization for Payroll Deduction for Association Dues and Fees

During the life of this Agreement or any extension thereof, the University agrees to deduct Association dues and fees levied in accordance with the By-Laws of the Association from the pay of each member of the bargaining unit who, through the Treasurer of the Association, voluntarily executes a standard form prepared by the University for "Authorization for Payroll Deduction of Association Dues and Fees" deductions.

Any submitted Authorization for Dues and Fees Deduction form which is incomplete or in error will be returned to the Treasurer of the Association.

B. Termination of Deduction Authorization

A member of the Bargaining Unit who has voluntarily authorized dues and fees deduction will cease to be subject to dues and fees deductions beginning with the month following receipt of a timely written notice to the Payrol Office canceling the authorization for such deductions. Such notice shall be timely if given within thirty (30) days of the anniversary date of the authorization.

C. Payment to the Association

The University will furnish the Treasurer of the Association, no later than the tenth (10th) of each month, a listing of all dues and fees deducted for the previous month from members of the bargaining unit. A check for all dues and fees deductions, payable to the Association, shall accompany the listing. The Association shall assume full responsibility for the disposition of all such monies turned over to the Treasurer of the Association.

D. When Dues and Fees Deductions Begin

Dues deduction under all properly executed Authorization for Deduction of Dues forms for each member of the bargaining unit, as

submitted to the University by the Treasurer of the Association, shall become effective upon the signing of this completed Agreement, or earlier by mutual agreement between the University and the Association, for each pay period as prescribed under the By-Laws of the Association. The deductions shall begin as soon as possible following the receipt by the University of the Authorization Forms.

E. Limit of University's Liability

The University shall not be held liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual authorized dues or fees deductions made from University wages. The Association shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of dues and fees made in accordance with this Article.

F. Refund Claims

In cases where a dues or fees deduction is made that duplicates payment already made to the Association, or where dues or fees deduction is not in conformity with the provisions of the By-Laws of the Association, refund to the claimant shall be made by the Association.

G. Disputes Concerning Dues or Fees Deductions

Any dispute which may arise as to whether or not a bargaining unit member properly executed or revoked an Authorization for Deduction of Dues and Fees form, shall be reviewed with the individual, an Association-appointed representative, and the University.

II. Payroll Deduction Form

AUTHORIZATION FOR PAYROLL DEDUCTION FOR UNION OR ASSOCIATION DUES

I hereby request and authorize Wayne State University to deduct 0.75% of my gross, regular, bi-weekly earnings (including regular summer earnings, if any) and to increase or decrease this percentage in accordance with the dues schedule, for remittance for my Association dues and/or authorized fees to the Wayne State University Chapter of the American Association of University Professors. I further authorize the University to remit such dues and fees to the Association at such times and in such manner as may be agreed upon by Wayne State University and the Association, at any time while this authorization is in effect.

I hereby waive all rights and claims for said monies paid in accordance with this authorization.

I voluntarily authorize this deduction but reserve the right to revoke this request effective on any anniversary date of this authorization, by written notice within thirty (30) days prior thereto, to the Personnel Office, Wayne State University.

I NAME _____ SOC. SEC. NO. _____

HOME ADDRESS _____ HOME PHONE _____

CITY _____ STATE _____ ZIP _____

COLLEGE OR DIVISION _____ DEPARTMENT _____

CLASSIFICATION _____ DATE HIRED _____

SIGNATURE _____ DATE _____

WAYNE STATE UNIVERSITY

PERSONNEL DEPARTMENT COPY

VII.

PAST POLICIES

Except as modified by this Agreement, general personnel policies formally approved by the Board of Governors applicable to the entire Teaching Faculty and/or Academic Staff, prior to the date of this Agreement, shall remain in effect for members of this Bargaining Unit.

VIII.

NONDISCRIMINATION

Wayne State University and the Wayne State University Chapter of the American Association of University Professors recognize not only a legal obligation to members of the bargaining unit, but also a moral and educational responsibility to achieve equal employment opportunity within the University — both for the sake of fair employment practices and for the sake of meeting its educational objectives. Accordingly, it is agreed there shall be no discrimination on the basis of race, color, religion, national origin, marital status, age, or sex.

IX.

NO STRIKE / NO LOCKOUT

The Association agrees that, during the life of this Agreement and any extensions thereof, neither its officers nor its representatives will for any reason, directly or indirectly, call, sanction, approve any strike, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, picketing, or any other form of interference which affects the operation of the University.

In the event that any member or members of the bargaining unit represented by the Association engage in any of the above activities, the President of the Association or a representative thereof shall, upon request from the appropriate University official, immediately notify the involved member(s) of the inappropriate nature of the activity and direct them to cease the activity and to resume their regular duties. The University reserves the right to take appropriate action where Association activities result in interference with any operation of the University.

The University agrees that during the term of this Agreement or any extensions thereof, it will not lock out any bargaining unit members covered by this Agreement.

X.

LAY-OFF AND RECALL PROCEDURES

It is understood that in a viable, complex and multifaceted University, it may be necessary to adjust programs and staff through normal attrition. Historically, this adjustment has been accomplished by not renewing term contracts in specific units, departments or colleges. This provision and accompanying procedures do not apply to this historic practice.

In circumstances other than those stated above it may be necessary because of substantial curtailment or discontinuance of a program or extraordinary financial exigency to make reductions in personnel. In such cases the following language shall apply.

The University President, or his designee, shall call a meeting between representatives of the Administration and of the Association to discuss potential solutions to problems which may arise because of a need to make such reductions in personnel.

Layoffs and recalls shall be made from among bargaining unit members in the affected units, departments, programs or colleges consistent with the educational goals and program specialties of the affected departments, programs, colleges or units in the following order:

A. Layoffs

1. A member of the bargaining unit about to be placed on layoff status shall be given preference in filling other vacant academic positions in the University for which he/she is qualified.
2. Non-tenured and non-continuing service persons, whose initial employment or contract renewal occurred after the date of this Agreement, shall be laid off during the term of their contracts, with those having the most service in the particular unit being laid off last.
3. Tenured and continuing service persons shall be laid off with those having the most service in the particular unit being laid off last.

B. Notice

Notice of layoff shall occur as follows:

1. Non-tenured or non-continuing service persons, whose initial employment or contract renewal occurred after the date of this Agreement, and who are to be laid off during the terms of their contracts, shall receive six (6) months' notice if the term contract expiration date is less than twelve (12) months away

and shall receive twelve (12) months' notice if the term contract expiration date is more than twelve (12) months away.

2. Tenured or continuing service persons who are to be laid off shall receive eighteen (18) months' notice.

C. Recall

Recall shall be in the following order:

1. Bargaining unit members who have tenure or continuing service shall have recall rights for two (2) years for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. No new employee shall thereafter be hired for an academic position if the University is provided information on an annual basis that a previously laid off employee is available and if that laid off employee is qualified for that position.
2. Bargaining unit members who are on term contracts and who are laid off shall have recall rights through the end of their term contracts for an available academic position in accordance with their qualifications. Where practicable, recall shall be in inverse order of layoff. The University's obligation to employ a person for the remainder of a term contract shall not be taken as a claim for a renewal of such.

XI.

PARTICIPATION IN ASSOCIATION ACTIVITIES

Since the American Association of University Professors has historically been a professional organization, professional participation in Association Activities shall be credited as University service in the same manner that other professional service is credited.

XII.

COMPENSATION

Adjustments in the compensation of individual faculty members and academic staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the Unit.

In such cases, there shall be prior review with the appropriate Department, College, or Unit salary committee except in unusual circumstances where it is impractical.

The University's implementation of any such salary and/or fringe benefit shall be reported to the salary committee of the Unit and the Association and the required funds shall not be taken from current or future bargaining unit selective salary increase pools.

A. Salary Adjustments for 1972-1973

Effective the first full pay period after July 1, 1972, for twelve-month employees and the first regular full pay period associated with the beginning of the Fall Quarter, 1972 for nine-month employees, all eligible bargaining unit members shall be awarded increases in their base salaries averaging, throughout the University, 7.0% above the 1971-72 base salaries. The concomitant proportional increase in fringe benefits shall also be provided. The distribution of the 7.0% average salary increase is to be accomplished in accordance with the following guidelines:

1. *Across-the-Board Salary Adjustments*
   a. *Eligibility*

      The persons eligible for across-the-board salary increases are those who served the University during 1971-72, who were on the payroll as members of the bargaining unit as of June 20, 1972, and who were members of the bargaining unit during any part of the 1972-73 fiscal year for twelve-month employees or during any part of the 1972-73 academic year for nine-month employees.

   b. *General Across-the-Board Salary Adjustments*

      Bargaining unit members on both nine-month and twelve-month contracts, whose salaries fall below the authorized maxima of the schedules given in Section C. of this Article shall have their 1971-72 salaries increased by 4% for 1972-73 (rounded to the next highest $10. figure), or to the authorized maximum of the rank, whichever is lower.

   c. *Classification/Rank Equity Across-the-Board Salary Adjustments*

      Members of the bargaining unit whose salaries fall below the authorized maxima of the schedules given in Section C. of this Article shall also receive an additional across-the-board classification/rank Equity Adjustment based upon their 1971-72 salary base and their classification/rank as of the signing date of this

Agreement (rounded to the next highest $10. figure), or to the authorized maximum of the rank, whichever is lower, as follows:

Professor	0.4257%
Associate Professor	0.3552%
Assistant Professor	0.6023%
Instructor	0.9923%
Academic Staff	0.5000%

The following describes the method by which the rank equity across-the-board percentage increases are calculated.

1) The total salaries for the appropriate year for each faculty rank are calculated for the entire bargaining unit for eligible faculty:

S_1 = Total salaries for instructors
S_2 = Total salaries for assistant professors
S_3 = Total salaries for associate professors
S_4 = Total salaries for professors

$S_T = S_1 + S_2 + S_3 + S_4$ = Total salaries for the four faculty ranks for the entire bargaining unit.

2) A pool equal to 0.005 of S_T shall be distributed on an across-the-board basis with the following percentages of the pool distributed to each rank as shown:

Rank	
Instructor	15%
Assistant Professor	35%
Associate Professor	20%
Professor	30%

3) The percentage increase to each rank is then given by the following:

Rank	*Percentage Increase*
Instructor	$\frac{0.15 \times 0.005 \times S_T}{S_1} \times 100$
Assistant Professor	$\frac{0.35 \times 0.005 \times S_T}{S_2} \times 100$
Associate Professor	$\frac{0.20 \times 0.005 \times S_T}{S_3} \times 100$
Professor	$\frac{0.30 \times 0.005 \times S_T}{S_4} \times 100$

2. *Selective Salary Adjustments*

a. *Eligibility*

The persons eligible for selective salary adjustments in 1972-73 are those who served the University during 1971-72, who were on the payroll as members of the bargaining unit as of June 20, 1972, who remained in the bargaining unit, and who are on the payroll at the time of the signing of this Agreement.

b. *College/Division Selective Salary Adjustments*

1) Additional salary adjustments shall be made on a selective basis in each college, school, or division bringing the average salary increase for the eligible faculty members in that budgetary unit to at least 6.0% of the 1971-72 base of those eligible for increases. Each department in the Colleges (Schools) of Engineering, Liberal Arts, and Medicine, and each division in the Colleges of Education and Monteith, shall receive for selective increases at least 1.0% of its 1971-72 salary base of faculty eligible for selective increases.

2) Additional salary adjustments shall be made on a selective basis, bringing the average salary increase for eligible academic staff members to at least 6.5% of the 1971-72 base of those eligible for selective increases.

c. *Rank Equity Selective Salary Adjustments*

In addition to the above selective salary adjustments, there shall be an additional rank equity selective salary adjustment for faculty amounting to a bargaining unit wide average of 0.5% of the 1971-72 base of those eligible for selective increases. On a University-wide basis, these funds shall be distributed among the four faculty ranks according to the following table:

Professor	30%
Associate Professor	20%
Assistant Professor	35%
Instructor	15%

For the purposes of the above table, the rank of a faculty member of the bargaining unit shall be that as of the date of the signing of this Agreement. These funds shall be distributed to each college/division in the same dollar amounts as those calculated in Section A.1.c. of this Article for those faculty members eligible for selective increases.

d. *President's Equity Adjustments*

The remaining 0.5% of salary adjustment monies shall be allocated to the specific units and subunits by the University

President after consultation with his staff, the appropriate deans, and other budgetary unit heads, for allocation recommendations by the relevant salary committees, where such exist. Such monies shall be used to reward especially meritorious service and to reduce existing inequities within the bargaining unit.

3. *Procedures for Recommendation for Selective Salary Adjustments for 1972-73 and 1973-74*

The provisions of this section shall govern the procedures for the recommendations of selective salary increases. These provisions delineate a two-step process of (a) evaluation, and (b) salary increase recommendations.

a. *Department/College and Academic Staff Classification Salary Committees*

1) In each department of the Colleges (Schools) of Engineering, Liberal Arts, Medicen, and division in the Colleges of Education and Monteith, there shall be a Department Salary Committee and in the Colleges (Schools or Divisions) of Business Administration, Health and Physical Education, Law, Nursing, Pharmacy, and Social Work, there shall be College Salary Committees.

There shall also be four (4) classification Salary Committees for bargaining unit members in the following classifications: one for librarians, one for archivists, one for university counselors, and one for academic advisors in the College of Liberal Arts.

The above committees shall have the responsibility of (a) evaluating performance and (b) recommending selective salary increases.

The Faculty Salary Committee shall consist of not less than three tenured members of the Tenure/Promotion Committee of the faculty of that department (college) elected by its faculty, and such other department (college) faculty who are bargaining unit members as the faculty of that department (college) may elect. A majority of the committee membership shall consist of tenured faculty members. If a department or unit has three or less than three tenured faculty members, such faculty members shall constitute the majority of the committee. The department chairman/division head (or dean or director in those units which have only College Salary Committees) shall serve as chairman of the Department/College Salary Committee without vote. Each Academic Staff Classification Salary Committee shall

consist of not less than three bargaining unit members in a given classification who have continuing service or tenure status who shall be elected by the other bargaining unit members in the same classification. A majority of the Committee membership shall consist of members who have either continuing service status or tenure. The appropriate administrative officer shall serve as chairman of the Committee, without vote.

2) Each bargaining unit member shall be asked to file with the department chairman (or appropriate administrative officer) prior to the designated time for salary determination, a written statement of his/her achievements over the previous year with respect to the criteria specified in Section A.3.b.1.) of this Article. He/she should include all material that he/she feels may have a bearing on his/her salary and upon which he/she chooses to be evaluated.

3) Such statements and material shall be evaluated by the Department/College or Classification Salary Committee and the department chairman (or appropriate administrative officer) along with such other materials and statements as the Committee and/or chairman (or appropriate administrative officer) may deem appropriate and relevant.

b. *Evaluation of Performance*

1) In the evaluation of bargaining unit members for selective salary adjustments, the Department/College or Classification Salary Committee and the chairman (or appropriate officer) shall consider:

   (a) teaching excellence (or job performance for academic staff);

   (b) scholarly, creative, and/or professional excellence;

   (c) non-instructional service to the department, college, or University, or public service which effectively benefits the University or develops the individual's professional capacity, and;

   (d) equity and/or competitive considerations.

   To be eligible for a merit selective adjustment other than one based on equity or competitive considerations, an individual must have achieved excellence in at least two of the three categories (a), (b), and (c).

2) In judging teaching competence, the Department/College Salary Committee and the chairman (or division head or dean or director), shall also give consideration to evaluation

by students. It must be recognized that teaching occurs not only in the classroom, but also in field experience, laboratories, directed studies, and conferences.

3) Factors to be considered in the evaluation of creative and scholarly activity include the stature of the individual within his professional community and the quality of his recent contributions to his field. Evidence of creative and scholarly activity includes publication in professional journals, books, invited lectures and seminars, and exhibited or performed works.

c. *Selective Salary Recommendations*

Upon receiving its allotment, each Department/College or Academic Staff Classification Salary Committee shall recommend selective salary adjustments to the departmental chairman (or appropriate administrative officer). Each faculty member, librarian, archivist, academic advisor in the College of Liberal Arts, and university counselor shall be informed of his/her selective increases recommended by the committee and by the chairman (or appropriate administrative officer). The committee's recommendations once made shall not be subject to change and shall be made available by the chairman (or appropriate administrative officer) to individual bargaining unit members of the department or unit upon request.

Those academic staff members who are in classifications other than librarian, archivist, academic advisor in the College of Liberal Arts, or university counselor shall be evaluated for the purpose of selective increases by their immediate supervisors.

In making such selective increase recommendations, the appropriate administrative officer shall utilize the criteria specified in Section A.3.b.1) of this Article.

Each individual shall be informed of his/her selective increase as recommended by the appropriate administrative officer.

An individual who takes exception to his/her evaluation and salary recommendation may, after consulting with the committee and/or department chairman (or appropriate administrative officer), file an exception report with the committee and the chairman (or appropriate administrative officer). Those academic staff members for whom the committee process was not employed may file an exception report with the appropriate administrative officer.

The chairman's (or appropriate administrative officer's) recommendations, the Salary Committee's recommendations, and

any exception reports shall be forwarded to the dean (or next higher administrative officer). The dean's recommendations and all relevant material shall, in turn, be forwarded to the Office of the University President.

These selective salary procedures shall be instituted and implemented as soon as possible after the signing of this Agreement. As soon as possible after salary determination, the dean (or other appropriate administrative officer) shall notify each bargaining unit member of his/her final salary allocation, with a copy to the Association.

4. *Appeal Procedures for 1972-73 and 1973-74*
   a. *Grounds for Appeal*
      1) Any faculty member who is dissatisfied with the final allocation of his salary as notified by the dean (or his designee) may submit an appeal in writing to the faculty sub-committee of a University-wide Salary Review Committee within ten calendar days after receipt of such notification of the salary, provided this salary is lower than that recommended by the Department/College Salary Committee.
      2) Any librarian, archivist, Liberal Arts academic advisor, or university counselor who is dissatisfied with the final allocation of his salary as notified by the appropriate administrative officer (or his designee) may submit an appeal in writing to the academic staff sub-committee of the Salary Review Committee within ten calendar days after receipt of such notification of the salary, provided this salary is lower than that recommended by the Academic Staff Classification Salary Committee.
      3) Academic staff members who have not been evaluated by the committee process may, for cause, submit an appeal in writing to the academic staff sub-committee of the University-wide Salary Review Committee.
      4) If the Association and a bargaining unit member feel that the member has been discriminated against, as defined in Article IV and/or Article VIII of this Agreement, with regard to his salary allocation, the Association and the member may institute a grievance claiming discrimination at Step Three of the Grievance Procedure (Article XVII).

         Such grievance shall be limited to the determination of whether or not the claimed discrimination did occur. If the finding is that the claimed discrimination did occur, the matter shall be referred to the appropriate sub-committee

of the University-wide Salary Review Committee for its recommendation.

b. *Composition of Salary Review Subcommittees*

1) The faculty subcommittee of the University Salary Review Committee shall consist of seven members who are appointed as follows: The University Council shall nominate a slate of eight faculty bargaining unit members from which the University President shall appoint four. The University President shall appoint two additional persons from the University administration. The Provost, or his designee, shall serve as chairman of the faculty subcommittee with vote.

2) The academic staff subcommittee of the University Salary Review Committee shall consist of seven members who are appointed as follows: The University Council shall nominate a slate of eight academic staff bargaining unit members from which the University President shall appoint four. The University President shall appoint two additional persons from the University administration. The Provost, or his designee, shall serve as chairman of the academic staff subcommittee with vote.

c. *Functions*

Each subcommittee shall review the appeals submitted to it, make an appropriate investigation, and recommend to the President of the University either (a) no further salary adjustment, or (b) a salary adjustment not to exceed the recommendation of the Department/College or Academic Staff Classification Salary Committee, or (c) for those not reviewed by a committee, a selective salary adjustment not to exceed 2.5% for 1972-73 and 2.0% for 1973-74. The limitations in (b) and (c) do not apply to those cases referred to a subcommittee through the Grievance Procedure.

The sole responsibility of the University-wide Salary Review Committee shall be to keep the records of the two subcommittees.

d. *Recommendations*

Prior to the submission of their recommendations to the President, the appropriate University Salary Review subcommittee (faculty or academic staff) shall inform each bargaining unit member who appealed his/her salary of its findings, with a copy to the Association. If the subcommittee's finding is "no further salary adjustment recommended," the bargaining unit member shall be permitted to make an oral presentation to the

subcommittee (accompanied at his/her option by an Association-appointed representative), provided that the request is received by the subcommittee within ten calendar days of notification.

The total recommended adjustment for a college, school, division, or classification (for academic staff), shall not exceed 15% of the college, school, division, or classification (for academic staff) selective pool for the current year. The funds for any salary adjustments which are to be made as a result of these recommendations shall constitute a first priority on the college, school, or division (or classification for academic staff) selective salary pool for the next fiscal year.

Each selective salary increase awarded under this appeal procedure shall be paid in one lump sum to the member as soon as possible after the beginning of the next academic or fiscal year, whichever is appropriate, and the previous year's regular salary of the member shall be regarded for all purposes as being his/her actual salary for that year plus the salary increase awarded under this appeal procedure.

e. All matters related to salary are not subject to the Grievance Procedure (Article XVII) except for claims of discrimination under Article IV and/or Article VIII of this Agreement.

B. Salary Adjustments for 1973-1974

Effective the first full pay period after July 1, 1973, for twelve-month employees and the first regular full pay period associated with the beginning of the Fall Quarter, 1973, for nine-month employees, all eligible bargaining unit members shall be awarded increases in their base salaries averaging, throughout the University, 6.0% above the 1972-73 base salaries. The concomitant proportional increases in fringe benefits shall also be provided. The distribution of the 6.0% average salary increase shall be accomplished in accordance with the following guidelines.

The persons eligible for salary increases are those who served the University during 1972-73, who were on the payroll as members of the bargaining unit as of June 19, 1973, and who were members of the bargaining unit during any part of the 1973-74 fiscal year for twelve-month employees or during any part of the 1973-74 academic year for nine-month employees.

1. *General Across-the-Board Salary Adjustments*

Bargaining unit members on both nine-month and twelve-month contracts, whose salaries fall below the authorized maxima of the schedules given in Section C. of this Article shall have their salaries

increased by 4% for 1973-74 (rounded to the next highest $10. figure), or to the authorized maximum of the rank, whichever is lower.

2. *Selective Salary Adjustments*

a. *College/Division Selective Salary Adjustments*

1) Additional salary adjustments shall be made on a selective basis in each college, school, or division bringing the average salary increase for the eligible faculty members in that budgetary unit to a level at least 5.0% above the 1972-73 base of those eligible for increases. Each department in the Colleges (Schools) of Engineering, Liberal Arts, and Medicine, and each division in the Colleges of Education and Monteith, shall receive for selective increases at least 0.75% of its 1972-73 salary base of faculty eligible for selective increases.

2) Additional salary adjustments shall be made on a selective basis, bringing the average salary increase for eligible academic staff members to a level at least 5.5% above the 1972-73 base of those eligible for selective increases.

b. *Rank Equity Selective Salary Adjustments*

In addition to the above selective salary adjustments, there shall be a rank equity selective salary adjustment for faculty amounting to a bargaining unit wide average of 0.5% of the 1972-73 base of those eligible for selective increases. On a University-wide basis, these funds shall be distributed among the four faculty ranks according to the following table:

Professor	30%
Associate Professor	20%
Assistant Professor	35%
Instructor	15%

For the purposes of the above table, the rank of a faculty member of the bargaining unit shall be that as of July 1, 1973, for twelve-month faculty, and as of September 10, 1973, for nine-month faculty. The pool for rank equity selective salary adjustments shall be distributed to each college/division in the same manner as specified in Section A.2.c. of this Article.

c. *President's Equity Adjustments*

The remaining 0.5% of salary adjustment monies shall be allocated to specific units and subunits by the University President after consultation with his staff, the appropriate deans, and

the relevant salary committees, where such exist. Such monies shall be used to reward especially meritorious service and to reduce existing inequities within the bargaining unit.

C. Salary Schedules

1. The salary schedules, applicable to all colleges, schools, and divisions of the University for the four regular instructional ranks for nine-month appointees, are given below. The schedule for faculty members on twelve-month assignments is 120% of the corresponding nine-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors.

a. SCHEDULE FOR 1972-73

Rank	*Minima*	*Maxima*
Instructor	8,000	11,500
Assistant Professor	9,400	17,200
Associate Professor	12,000	21,900
Professor	14,600	29,200

b. SCHEDULE FOR 1973-74

Rank	*Minima*	*Maxima*
Instructor	8,400	12,000
Assistant Professor	9,800	17,900
Associate Professor	12,500	22,800
Professor	15,200	30,400

2. The salary schedules applicable to academic staff classifications for twelve-month appointees are given below. The schedule for academic staff members on nine-month appointments is 5/6 of the corresponding twelve-month salaries. Salaries beyond the authorized maxima may be recommended subject to the specific approval of the Board of Governors.

a. SALARY SCHEDULE FOR 1972-73

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	7,644	9,932
Academic Advisor II	5	8,892	11,586
Academic Advisor III	8	10,816	13,936
Academic Advisor IV	12	13,000	17,014
Academic Services Officer I	4	8,268	10,816
Academic Services Officer II	8	10,816	13,936
Academic Services Officer III	11	12,480	16,245
Academic Services Officer IV	15	14,664	19,313
Archivist I	5	8,892	11,586

Classification	*Range*	*Minima*	*Maxima*
Archivist II	8	10,816	13,936
Archivist III	11	12,480	16,245
Archivist IV	15	14,664	19,313
Extension Program Coordinator I	5	8,892	11,586
Extension Program Coordinator II	9	11,388	14,654
Extension Program Coordinator III	13	13,572	17,722
Financial Aids Officer Assistant	4	8,268	10,816
Financial Aids Officer I	7	10,192	13,281
Financial Aids Officer II	11	12,480	16,245
Health Physicist I	6	9,568	12,511
Health Physicist II	8	10,816	13,936
Librarian I	5	8,892	11,586
Librarian II	8	10,816	13,936
Librarian III	11	12,480	16,245
Librarian IV	15	14,664	19,313
University Counselor Assistant I	2	7,072	9,225
University Counselor Assistant II	4	8,268	10,816
University Counselor I	7	10,192	13,281
University Counselor II	11	12,480	16,245
University Counselor III	15	14,664	19,313
University Press Editor I	2	7,072	9,225
University Press Editor II	5	8,892	11,586

b. SALARY SCHEDULE FOR 1973-74

Classification	*Range*	*Minima*	*Maxima*
Academic Advisor I	3	7,950	10,329
Academic Advisor II	5	9,248	12,049
Academic Advisor III	8	11,249	14,494
Academic Advisor IV	12	13,520	17,695
Academic Services Officer I	4	8,599	11,249
Academic Services Officer II	8	11,249	14,493
Academic Services Officer III	11	12,979	16,895
Academic Services Officer IV	15	15,251	20,086
Archivist I	5	9,248	12,049
Archivist II	8	11,249	14,493
Archivist III	11	12,979	16,895
Archivist IV	15	15,251	20,086
Extension Program Coordinator I	5	9,248	12,049
Extension Program Coordinator II	9	11,844	15,240
Extension Program Coordinator III	13	14,115	18,431
Financial Aids Officer Assistant	4	8,599	11,249
Financial Aids Officer I	7	10,600	13,812
Financial Aids Officer II	11	12,979	16,895

Classification	*Range*	*Minima*	*Maxima*
Health Physicist I	6	9,951	13,011
Health Physicist II	8	11,249	14,493
Librarian I	5	9,248	12,049
Librarian II	8	11,249	14,493
Librarian III	11	12,979	16,895
Librarian IV	15	15,251	20,086
University Counselor Assistant I	2	7,355	9,594
University Counselor Assistant II	4	8,599	11,249
University Counselor I	7	10,600	13,812
University Counselor II	11	12,979	16,895
University Counselor III	15	15,251	20,086
University Press Editor I	2	7,355	9,594
University Press Editor II	5	9,248	12,049

D. Recommended Salaries for New Bargaining Unit Members

Insofar as practicable, the department chairman (or appropriate administrative officer) shall consult with the appropriate salary committee regarding initial salaries of prospective members of the bargaining unit.

E. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements executed by the University with Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). All such employees working 50% or more time shall be eligible to participate in one of the two programs but not both. The University shall provide a subsidy of payment of full cost for the bargaining unit member's insurance and one-half (½) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical insurance rates.
2. New members of the bargaining unit should choose one of these programs at time of employment. Dependents may be enrolled at the University group rates within 31 days of the bargaining unit member's effective date of hire.
3. The Massachusetts Mutual plan becomes effective on the date of employment, except when the bargaining unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.
4. The Metro plan becomes effective the first of the month following the month the bargaining unit member becomes employed and completes an application form.

5. In the event the bargaining unit member fails to apply within the first month, he/she will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan. If coverage is under the Metro plan, he/she must wait until the next enrollment period.

6. All bargaining unit members who qualify for retirement after age 55 from Wayne State University are eligible for the Retiree's Program of Medical Insurance, which is written by both the Massachusetts Mutual Life Insurance Company and the Metro Health Plan (CHA). Retirees shall be responsible for paying the full premium.

7. The University may cancel the Metro Health Plan (CHA) coverage provided it accords members of the bargaining unit conversion privileges to Massachusetts Mutual coverage and provided there are 6.5% or fewer bargaining unit members participating in the plan.

F. Long Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.

2. Participation begins after the staff member has completed three (3) full years of service at the University.

3. Benefits for an insured staff member begin after six (6) months of continuous total disability for as long as the disability continues or until the affected individual retires, but in any case, not beyond age 65.

4. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from social security and workmen's compensation, is equal to 60% of a person's basic salary up to $1,000 per month, plus 40% of any basic salary in excess of $1,000 per month, but not to exceed a benefit of $1,500 monthly. The monthly income benefit will never be less than $50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF Retirement Plan.

G. Retirement Program

1. Full-time members of the bargaining unit with two (2) years University service, and who have attained thirty (30) years of age, shall be eligible to participate in the retirement program. Appropriate exceptions may be made only with the approval of the Board of Governors.

2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF). The participant contributes a minimum of 5% of his/her regular salary, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed between TIAA and CREF according to the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages, but not on overtime or supplemental remuneration for extra services.
3. Full-time members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.

H. Life Insurance

1. All members of the bargaining unit on a fractional or full-time basis will be provided with $5,000 non-contributory life insurance. Bargaining unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible bargaining unit members shall be entitled to elect one of the following:

Option No. 1	$5,000 non-contributory insurance only.
Option No. 2	$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.
Option No. 3	$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

2. A member of the bargaining unit who participated in the Wayne State University TIAA-CREF retirement program for five (5) years and retires after age 55 shall qualify for the retirement life insurance policy in force (currently $2,500) upon retirement, fully paid by the University.
3. A member of the bargaining unit who does not have the five (5) years of TIAA-CREF participation and retires under a University retirement program after age 55 with ten (10) years of University service shall also qualify for the retirement life insurance policy in force (currently $2,500) upon retirement.
4. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

5. Arrangements shall be made with the University's life insurance carrier to issue an optional, emergency, partial life insurance benefit up to two thousand dollars ($2,000) of the five thousand dollars ($5,000) non-contributory, group term life insurance policy provided by the University for each member of the bargaining unit, to a legal beneficiary (other than a minor, guardian of a minor, or the estate of the insured) within twenty-four hours of proper notification of death. "Proper notification" shall consist of the submission to the Staff Benefits Office of a legal death certificate or a letter over the signature of the spouse or a close relative of the deceased. The University shall be responsible for notifying the beneficiary of the availability of this option when the University becomes aware of the death of a member of the bargaining unit.

I. Vacations

Full-time, twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two (22) working days per year. Vacation days earned, but not used, may be accumulated up to forty-four (44) days.

Vacation days must be scheduled in advance with the appropriate chairman or dean/director and shall be approved in accordance with the operational needs of the unit and shall be reported on the University's official Payroll Exception Report.

Upon request of a member of the bargaining unit, the University shall pay the member in advance for the time he/she will be absent on vacation provided that the member gives at least five (5) working days notice of such request and provided that the vacation period for which this advance payment is sought is for at least five (5) working days.

Before termination of employment, or before transfer from a twelve-month to a nine-month appointment, a bargaining unit member shall utilize the vacation days in his/her current vacation bank prior to the agreed-upon termination or transfer date. Under special circumstances, the Provost may waive this requirement.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

J. Holidays

The nine (9) holidays consisting of Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Memorial Day, and two (2) other days designated by the University, shall be official University paid holidays.

XIII.

LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

1. *Professional and Personal Leaves*

It is recognized that a policy permitting leaves of absence without pay for professional objectives or for personal reasons may under certain circumstances be beneficial to both the individual and the University.

a. *Eligibility*

To be eligible for a professional or personal leave of absence without pay, a member of the bargaining unit shall have two years of continuous, full-time service in the bargaining unit. Under certain circumstances, the Provost or his designated representative may waive the two-year eligibility requirement.

b. *Application for Leave*

The member of the bargaining unit shall submit in writing to his department chairman or immediate supervisor the request for the leave stating the reasons for the leave, the period of absence, and the date of return.

c. *Approval*

Upon the recommendation of the department chairman or immediate supervisor and subject to the concurrence of the dean or director, as appropriate, a leave af absence without pay may be granted by the Provost or his designated representative.

d. *Length of Leave*

Leaves of absence without pay may be granted for a period not to exceed twelve months. Under exceptional circumstances, a leave or any extension thereof may be extended for a limited period not in excess of one year. A request shall be submitted in writing stating the reasons for the requested extension at least ninety (90) days prior to the termination of the current leave. The beginning and ending dates of a leave will normally coincide with the beginning and ending of an academic term. Leaves of absence without pay shall not be counted toward the maximum period of pretenure or precontinuing service employment.

Leaves of absence without pay for individuals employed on a limited term contract cannot extend beyond the original contract termination date and cannot serve to extend the contract period.

e. *Fringe Benefits*

A member of the bargaining unit may exercise his/her option (in writing) for continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave, not to exceed a maximum of two years. For those individuals who are eligible for the University's long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, or active work in the field of education or research (such as Fulbright, foundation grant, or governmental project), long-term disability insurance coverage shall be extended for the period of the leave, not to exceed two years.

f. *Return from Leave*

If a member of the bargaining unit does not return to work by the date of leave expiration, he or she shall be considered to have voluntarily resigned from the University unless he/she was unable to return due to extenuating circumstances beyond his/her control.

If, in the event of extenuating circumstances beyond his/her control, a member of the bargaining unit who is engaged in full-time study for an advanced degree, or active work in the field of education or research, or who is on a personal leave for family responsibilities, wishes to return to work before the expiration of the leave of absence without pay, he or she must submit a written request for return to work to the department chairman or immediate supervisor. In such cases the University shall restore the individual to the payroll either at the beginning of the next academic term or within thirty (30) days receipt of the written notification of intent to return, whichever waiting period is longer. In no event shall nine-month employees be reinstated to the payroll during the summer term under the provisions of this clause. At the University's discretion the individual may be returned to the payroll before the end of the above stated waiting periods.

Any member of the bargaining unit who has been on leave of absence without pay is required to take and pass a medical examination given or authorized by the University Health Service before the individual may return to work. If the individual does not pass the examination and has been engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, he/she shall be placed on the short-term dis-

ability leave for which he/she is eligible in accordance with Article XIII, Section C.1.

In the event that a member of the bargaining unit who is engaged in full-time study for an advanced degree or active work in the field of education or research, or on a personal leave for family responsibilities, is disabled while on leave, he/she shall be placed on the short-term disability leave for which he/she is eligible in accordance with Article XIII, Section C.1., and such leave without pay shall terminate.

The following payroll deductions in effect prior to the leave of absence shall be reinstated: life insurance, health insurance, retirement, dues, and tax deductions.

g. *Salary Increases*

The base compensation rate of a member of the bargaining unit shall be augmented by all general increases which he/she would have received had he/she not been on leave and by selective increases approved through the regular channels.

2. *Military Leave*

The University agrees to comply with the Federal and State Veterans Employment Acts.

B. Professional Leaves

1. *Authorized Short-Term Absences*

a. Absences for outside professional activities related to University responsibilities, which necessitate absence from the bargaining unit member's usual University operating location, may be approved with pay for periods up to thirty (30) working days.
b. Requests for authorized absences should be filed by the bargaining unit member with his/her chairman or dean/director at least two (2) weeks prior to the start of the proposed activity and at least three (3) weeks prior to activity outside of the United States.
c. Approval is given by the University President of his designee.

2. *Sabbatical Leaves*

The Provost or his designee may grant sabbatical leaves of absence to members of the faculty and academic staff for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University and the grantee. However, no more than five (5) percent of the members of the bargaining unit with tenure or continuing service may be on sabbatical leave in any one quarter. Under extraordinary circumstances this maximum may be exceeded at the discretion of the Provost.

a. *Eligibility*

1) A sabbatical leave may be granted for one, two, or three quarters to any bargaining unit member who holds continuing service or tenure status at the beginning of the proposed period of leave and who meets the following additional requirements of eligibility.

2) An applicant shall have served at least eighteen quarters of regular full-time contractual employment in the University since his initial appointment to academic staff or faculty classifications or since a previous sabbatical leave. The elapsed quarters need not be consecutive, but no more than three quarters shall be counted for any one fiscal year.

b. *Applications*

1) Applications for sabbatical leave shall include the following:

(a) The presentation of a definite plan for the scholarly use of the sabbatical leave.

(b) An indication of the specific quarter(s) for which the leave is requested.

(c) A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.

(d) The applicant's agreement to return to service with the University for three quarters in the four-quarter period immediately following expiration of the leave; or to refund the compensation paid him by the University during his leave, unless this obligation is specifically waived or deferred by the University President or his designee.

(e) The applicant's agreement to submit a written report on the extent to which he has achieved the purpose for which the leave was granted.

2) Within each department or equivalent unit, all applications for sabbatical leaves shall be submitted to the chairman or equivalent administrator no later than February 15 of the fiscal year preceding the University fiscal year in which the leave is to begin, and applications shall be forwarded to the Provost or his designee through normal administrative channels. If there is more than one application for sabbatical leave from a department or equivalent unit, the applications shall be reviewed and ranked by the department or equivalent unit personnel committee; and the report of this committee shall be forwarded to the Provost through normal administrative

channels by March 1 after the February 15 filing deadline. Notification of the decision on the application shall be given to the applicant by April 15.

c. *Conditions of Leave*

1) An applicant shall agree to return to service with the University for three quarters in the four-quarter period immediately following expiration of his leave; or to refund the compensation paid him by the University during his leave, unless this obligation is specifically waived or deferred by the University President or his designee.

2) An individual on sabbatical leave shall not give, for compensation, personal service unrelated to his/her sabbatical leave project, other than what the University would consider acceptable for a faculty or academic staff member of the University not on leave. Any service for compensation shall be reported to and must be approved in advance by the Provost or his designee.

3) Formal study for an advanced degree is not normally acceptable as a sabbatical leave project. Exceptions to this regulation require the written approval of the dean (director) of the candidate's college (division) prior to the filing of the application.

4) Persons on the nine-month payroll are normally granted sabbatical leaves only for the duration of specifically stated whole quarters. Exceptions to this regulation require the written approval of the dean or director prior to the filing of the application.

5) For persons employed on the twelve-month payroll, a quarter of service shall be interpreted to mean three (3) calendar months of service.

d. *Length*

1) A sabbatical leave may be granted for one, two or three quarters.

2) Faculty members on the nine-month payroll are not granted sabbatical leaves for the Summer Quarter. Hence the Spring and Fall Quarters of a given *calendar* year are regarded as consecutive.

e. *Sabbatical Leaves Committee*

1) There shall be a University Sabbatical Leaves Committee consisting of six (6) persons and chaired by the Provost or his designee. Three (3) of the six (6) persons shall be

selected by the Provost from a slate of six (6) bargaining unit members submitted by the University Council. The Provost shall appoint the remaining three (3) members of the University Sabbatical Leaves Committee and shall be a member *ex-officio* of the Committee (without vote).

2) The functions of this committee shall be:
   (a) To evaluate all applications and to rank those applications which the Committee deems worthy of approval for sabbatical leaves;
   (b) to advise the Provost of its recommendations; and
   (c) to recommend to the various elements of the University any need for change in the sabbatical leave policy.

f. *Compensation and Benefits*

1) For each quarter on sabbatical leave the individual shall receive as compensation a percentage of the compensation he would have received were he not on leave, such percentage to be determined by the number of quarters elected for the sabbatical leave, as follows:

One Quarter	80%
Two Quarters	70%
Three Quarters	60%

2) During a sabbatical leave the individual's contract with the University shall remain unimpaired. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided to him/her by the University were he/she not on leave.

3) Persons on the twelve-month payroll do not earn vacation days while on sabbatical leave. Any days in the vacation bank shall be retained pending the individual's return from sabbatical leave.

C. Leaves of Absence With Pay

It is recognized that leaves of absence with pay are appropriate for illness, for personal emergencies, and for the performance of certain civic functions.

A leave of absence with pay is a leave during which a member of the bargaining unit is not required to perform regular University duties, but is retained on the payroll of the University at his/her normal compensation rate for periods during which he/she is normally on the payroll.

1. *Short-term Disability Leave for Illness*

   a. Full-time members of the bargaining unit who are on the payroll shall receive full compensation (one-ninth of the academic year compensation per month for nine-month employees) for periods of disability of up to one month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months' compensation in any twelve-month period. Bargaining unit members shall be responsible for promptly notifying their department chairman, dean, or immediate supervisor of each day of illness absence.

   b. Any member of the bargaining unit, as defined in 1.a., is required to file with the University Health Service a report from his/her attending physician if surgery has been performed, or if he has been absent more than fourteen (14) consecutive calendar days, or for fifteen (15) business days, whether or not consecutive, in any one fiscal year. The University may require additional medical reports by the bargaining member's physician to be filed periodically, and the bargaining unit member may be required to take periodic medical examinations given by (or authorized by) the University Health Service or by a physician mutually agreeable to the University and the member.

   c. Any member of the bargaining unit who has undergone surgery, who has been hospitalized, or who, because of illness, has been absent over a period of fourteen (14) consecutive calendar days is required to take and pass a medical examination given by (or authorized by) the University Health Service before he/she may return to work.

   d. A member of the bargaining unit, as defined in 1.a. who has five (5) or more years of continuous, full-time service in the bargaining unit and who has exhausted his/her short-term disability bank and vacation days and for whom there is a likelihood for eligibility for long-term disability insurance benefits, shall be maintained on the University payroll at one-half compensation for the remainder of the six (6) month short-term disability period.

2. *Mandatory Sick Leave*

   In the event that there is sufficient evidence as determined by the University Health Service, to indicate that a member of the bargaining unit is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her position, the person may be placed on Mandatory Sick Leave. The Mandatory Sick Leave Statute is no longer applicable to

members of the bargaining unit; however, decisions made by the University under this contract provision shall be grievable entering the Grievance Procedure at Step Two.

3. *Personal Emergencies*
   a. Each day of absence for a personal emergency as provided in this section shall be deducted from the short-term disability bank as described in Section 1.a. above, and shall be reported on the University's official Payroll Exception Report.
   b. A member of the bargaining unit shall be given a leave of absence with pay for not more than five (5) days in the event of the death of a member of the immediate family. "Immediate family" is defined as: spouse, parent, sibling, child, grandparent, parent-in-law, sibling-in-law, child-in-law, and grandchild. Other persons shall be considered members of the immediate family only if living in the immediate household.
   c. A member of the bargaining unit shall be given a leave of absence with pay of not more than five(5) consecutive working days for emergency care of a seriously ill or injured member of the immediate family (as defined above).
   d. After six (6) months of service, a member of the bargaining unit may take up to two (2) days for personal reasons during a fiscal year.

4. *Civic Obligations*
   a. *Court and Related Duties*

      Any member of the bargaining unit who must be absent from his/her regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for serving, and the University shall continue his/her fringe benefits based upon his/her full University salary. The University shall not request a change in the dates of jury duty assignments of a nine-month bargaining unit member without the written consent of the member.

   b. *Short-term Military Leave*

      Any member of the bargaining unit required to perform unexpected military obligations during his/her regular University assignment (not including persons inducted into military service under the selective service laws or in attendance at regularly scheduled military reserve or National Guard training programs, including summer training camps) shall be granted short-term military leave not to exceed thirty (30) days.

Such a person shall receive compensation from the University equal to the difference between his/her regular University compensation and the amount received by the member for military service, and the University shall continue to pay the normal University subsidy of fringe benefits even though the bargaining unit member may not be eligible for life insurance, medical insurance, or disability insurance while on military leave.

D. Maternity Leaves of Absence

It is recognized that a flexible and effective maternity leave program can facilitate professional continuity for female faculty and academic staff. In this spirit, the following options are available for pregnant members of the bargaining unit:

1. *Short-term Disability Leave*

   For actively employed members of the bargaining unit, absences due to a temporary illness caused or contributed to by pregnancy, childbirth and/or recovery therefrom, shall be covered under Short-term Disability Leave for Illness as specified in Section C.1. of this Article.

2. *Maternity Leave of Absence Without Pay*

   A pregnant member of the bargaining unit who wishes to cease work for reasons other than for medical necessity may apply, if eligible, for a leave of absence without pay under Section A. of this Article.

XIV.

FRACTIONAL-TIME EMPLOYEES

All members of the bargaining unit employed fifty percent (50%) time or more (but less than one hundred percent [100%] time) at Wayne State University, shall be fractional-time employees within the bargaining unit. Fractional-time members of the bargaining unit shall receive the same University subsidy for the health insurance program and for the full five thousand dollars ($5,000) non-contributory group term life insurance coverage as are provided by the University for full-time members of the bargaining unit. In addition, based upon their fractional-time salaries, fractional-time members of the bargaining unit shall be eligible for the supplemental life insurance option, Social Security, Workman's Compensation, and for official University-paid holidays. Fractional-time members of the bargaining unit who were enrolled in the TIAA-CREF retirement plan while on a full-time basis, may continue to participate in the retirement plan while on fractional time. Effective as of the signing of this Agreement, twelve-month

fractional-time bargaining unit members shall accrue vacation days in proportion to the fraction of time worked. Beginning with July 1, 1972, short-term disability benefits shall accrue to fractional-time members in proportion to the fraction of time worked.

XV.

ADMINISTRATION-ASSOCIATION MEETINGS

Representatives of the University Administration and representatives of the Association shall confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

XVI.

ADMINISTRATION OF AGREEMENT

A. The Wayne State University Chapter of the American Association of University Professors and the University administration share responsibility to insure no loss of scheduled teaching duties or other professional academic assignments in carrying out their responsibilities associated with the implementation of this Agreement, except as permitted in Section B. of this Article. Upon written request, the University shall endeavor to re-schedule the regular duties of Association-appointed representatives for reasonable periods of time for the administration of this Agreement.

B. Every effort shall be made to schedule negotiation sessions and other necessary AAUP-University meetings in such a way as to eliminate the loss of scheduled class time, to minimize adjustments of academic staff duty time, and also to limit the number of persons engaged in scheduled sessions or meetings.

C. It is understood that no additional payments to any member(s) of the Association shall be made for time devoted to the handling of scheduled grievance sessions or contract negotiation meetings.

XVII.

GRIEVANCE PROCEDURE

A. Intent

Wayne State University and the Wayne State University Chapter of the American Association of University Professors agree that they will use their best efforts to encourage the prompt settlement of grievances. The orderly processes hereinafter set forth shall be used for the resolution of grievances.

Nothing in this Grievance Procedure shall limit the existing right of an individual member of the bargaining unit to communicate with any person in the University administration.

B. Definition

A Grievance is a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions which are specifically excluded from the grievance procedure.

C. Informal Procedure for Handling Grievances

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted without participation of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Before a formal grievance may be filed, the grievant shall discuss the grievance with the appropriate chairman or other administrative official, unless specifically provided for elsewhere in this Agreement, in order to facilitate a prompt settlement.

In the event that the complaint is not resolved satisfactorily in this discussion between the grievant and the appropriate administrative official, the grievant may return for further discussion accompanied by an Association-appointed representative.

D. Filing of a Grievance

A grievance may be filed conjointly by an individual member of the bargaining unit and by an authorized representative of the Association with the consent of the individual. Group grievances which have department, college, division, or bargaining unit wide effect may be filed by the Association at the appropriate step of the pro edure provided that no grievance may be initiated at Step Four, unless specifically provided for elsewhere in this Agreement.

E. Formal Procedure for Handling Grievances

Step One:

If the matter is unresolved by the informal procedure, the Association representative shall submit the grievance in writing on forms provided by the University to the appropriate chairman or other designated administrative official, stating the nature of the grievance, including relevant facts, the provision(s) of the contract alleged to have been violated and the adjustment sought.

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The grievance must be presented in writing and receipted by the appropriate University representative within thirty (30) calendar days following the time at which the grievant could have reasonably been aware of its occurrence.

Within seven (7) calendar days of receipt of the written grievance, the appropriate administrative representative shall arrange a meeting among the grievant, an Association-appointed representative and the chairman and, at his discretion, another administrative representative. A written answer to the grievance shall be forwarded by the department chairman to the Association with a copy to the grievant within seven (7) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representatives within twenty-one (21) calendar days after an answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the filing of the grievance.

If a meeting is arranged but a timely written answer is not forwarded to the Association, the Association may proceed to Step Two of the grievance procedure, providing it does so within twenty-one (21) calendar days of the time of the meeting.

Step Two:

If the Association does not accept the answer at Step One, if a timely meeting is not arranged, or if no timely answer is provided, the Association may present the grievance at Step Two. The grievance must be presented to the dean or his designee or the director or his designee.

Within seven (7) calendar days of receiving the grievance, the dean or his designee or the director or his designee shall arrange a meeting among the grievant, one or two Association-appointed representatives and the dean/director or his designee, and at his/her discretion, the chairman and/or a third administration representative to discuss the grievance. A written answer to the grievance shall be forwarded by the dean/director to the Association with a copy to the grievant within ten (10) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after the answer shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days after the initiation of Step Two.

If a meeting is arranged but a timely answer is not forwarded to the Association, the Association may proceed to Step Three of the grievance procedure, provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Three:

If the Association does not accept the answer at Step Two, if a timely meeting is not arranged, or if no timely answer is provided, it may present the grievance at Step Three. The grievance shall be submitted to the Provost or his designated representative.

Within fourteen (14) calendar days of receiving the grievance, the Provost or his designee shall arrange a meeting between the grievant, one, two, or three Association-appointed representatives and the Provost or his designee, and, at his discretion, the dean or his designee, the chairman, and/or a fourth administration representative. A written answer to the grievance shall be forwarded by the Provost to the Association with a copy to the grievant within fourteen (14) calendar days of the meeting.

Any grievance not appealed in writing and receipted by the appropriate University representative within twenty-one (21) calendar days after an answer, shall be considered settled on the basis of the last answer and not subject to further review.

If a timely meeting is not arranged, the Association may proceed to Step Four of the grievance procedure providing it does so within twenty-one (21) calendar days of the intiation of Step Three.

If a meeting is arranged but a timely answer is not forwarded to the Association, or the Association finds the answer unacceptable, the Association may proceed to Step Four of the grievance procedure provided it does so within twenty-one (21) calendar days of the time of the meeting.

Step Four:

The grievance shall be submitted to the President or his designated representative.

The Association and the University President shall each appoint two representatives from within the University who shall meet as a panel within seven (7) calendar days of receipt of the grievance by the President, and, upon examining the record, attempt to reach unanimous agreement. Failing to do so within seven (7) calendar days, they shall then attempt to choose a mutually agreeable fifth person who shall be a full-time employee of a college or university, other than Wayne State University.

If the parties are unable to choose a fifth person within seven (7) calendar days, the American Arbitration Association shall be requested by either or both parties to provide a list of five (5) arbitrators. All five (5) members of this list shall be employed full time by a college or university, other than Wayne State University. The University and the Association shall each rank the five (5) names and strike from the list names that are unacceptable. The American Arbitration Association shall then designate from this list the name that is most acceptable to both parties. If no name from the list is acceptable to both parties, the American Arbitration Association shall be requested to furnish a second list of five (5) names, and the process shall be repeated. In the event that no name is acceptable to both parties from the second list, the Regional Director of the American Arbitration Association shall be asked to designate the fifth person to serve on the panel. This person shall be a full-time employee of a college or university, other than Wayne State University, whose name has not appeared on any of the previous lists.

This five-person panel shall then conduct a hearing to begin as soon as possible after the designation of the fifth person. There shall be no formal rules of evidence, and the panel shall operate in accord with the prevailing rules of the American Arbitration Association. Each party may present its own witnesses, and, if it so desires, the panel may also call witnesses of its own.

The panel's jurisdictional authority is defined and limited to the determination of a grievance as defined in Section B. of this Article. The panel shall have no power to add to or to subtract from or modify any of the terms of this Agreement, and its findings shall be consistent with the terms of this Agreement. Also excluded from the panel's jurisdiction are grievances related to salary, promotion, tenure, continuing service, and reappointment, unless provided for elsewhere in this Agreement. The panel shall issue its decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.

The award of the panel shall be based exclusively on evidence presented at the hearing. There shall be no appeal from the decision of the panel. It shall be final and binding on the part of the Association, bargaining unit members and the University.

F. Right to Counsel

At any step of the grievance procedure, the appointed representative(s) of either the Association or the administration may be an attorney who is a full-time employee of Wayne State University, or the

representative for the Association may be the Association attorney. An attorney shall not participate at any level of the grievance procedure unless the other party has been afforded an opportunity in advance to have an attorney present.

At Step Four of the grievance procedure only, the grievant may be represented by counsel of his/her choice and shall be solely responsible for the fees and expenses of such counsel.

G. Extensions of Time Limits

Time limits set forth herein, subsequent to the filing of the grievance as specified in Section E., may be extended by mutual agreement. At the option of the grievant, the Association, or the administration, the processing of a grievance (filed by a nine-month employee) which would take place in a summer term in order to meet the time limit specified in this Article, may be postponed until the beginning of the next academic term.

H. Settlements

In no event shall the University's liability antedate thirty (30) days before the filing of the grievance nor will the University be required to pay any interest, penalty, or other cost, except as provided for in the letter of agreement, Reference: Compensation Settlements, dated March 7, 1973.

I. Expenses

The professional fee and expenses of the fifth person on the panel shall be borne equally by the Association and the University. All other expenses shall be borne by the party incurring them.

J. Withdrawal of Grievance

The Association may withdraw a grievance at any step of the grievance procedure, and such withdrawal shall be without prejudice.

K. Rights of Management

While a grievance is pending, all managerial and administrative rights and functions, except those which are abridged by this Agreement, are vested exclusively in the University's Administration.

XVIII.

SELECTION ADVISORY COMMITTEES

Every committee formed to seek and recommend candidates for the position of department chairman (or to recommend reappointment

of a department chairman or appointment of an acting chairman) shall include not less than fifty percent (50%) membership of bargaining unit members from the department for which the chairman is being sought, except in the clinical departments of the School of Medicine or in those University departments whose small size makes it impractical to comply with this provision, in which case the membership of the committee shall include not less than fifty percent (50%) bargaining unit members.

Every committee formed to seek and recommend candidates for the position of dean, or Director of Libraries (or to recommend re-appointment of a dean or Director of Libraries, or appointment of an acting dean or Acting Director of Libraries) shall include not less than twenty-five percent (25%) membership of bargaining unit members from the school, college, or division for which the dean or director is being sought.

XIX.

VALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law or by any court decision, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate, if possible, the inoperative portion of the Agreement.

XX.

DURATION OF AGREEMENT AND CESSATION OF BARGAINING

This Agreement shall become effective on the date of signing and shall continue in full force and effect until midnight of June 30, 1974 when it shall terminate. If either party desires to modify or amend this Agreement, it shall give the other party written notice to that effect not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 1974. Such written notice shall be sent by registered or certified mail to the other party.

The University and the Association agree that the settlement made effective as of the effective date of this Agreement is in full settlement of all contract issues in dispute between the parties and both parties waive their rights to all bargaining on any other issues unless mutually agreed to by the parties.

XXI.

CONTINED NEGOTIATIONS ON (A) TENURE AND (B) PROMOTIONS AND APPOINTMENTS

Consistent with the provisions of this Agreement, the following temporary exceptions to past policy affecting appointments ending June 30, 1974, and to denial of promotions are agreed to:

This procedure shall apply to cases of bargaining unit members notified that their appointments are to terminate at the end of the 1973-74 academic year and/or to cases of denial of promotions which would have been effective for the 1973-74 academic year.

In such cases, all normal existing appeal procedures shall first be exhausted.

If a member of the bargaining unit believes that current normal procedures have not been followed, that he/she has been discriminated against as defined in Articles IV and/or VIII of this Agreement, and/or that constitutional rights have been violated in such a way as to affect significantly the decision which led to the notification of termination or denial of promotion, he/she may request the Association to represent him/her. If the Association determines that the decision in his/her case was arrived at arbitrarily or capiciously as defined above, the Association may bring the matter to the negotiating table for discussion.

This procedure shall terminate when tenure and promotions articles are agreed upon and added to this Agreement or by September 11, 1973, whichever is sooner. At that time, any pending cases shall be resolved in accordance with the agreed upon contract additions, or, if there are no applicable contract provisions, then the Association may take any or all of these pending cases into grievance, entering the Grievance Procedure (Article XVII) at Step Three. However, the fifth person mentioned in Step Four of this Grievance Procedure shall be chosen according to the following procedure: a list of five (5) faculty members (if the grievant is a faculty member) or five (5) academic staff members (if the grievant is an academic staff member) selected by the University Council shall be presented to the arbitration panel composed initially of two Association-appointed representatives and two administration-appointed representatives. The Association-appointed representatives and the administration-appointed representatives shall alternately strike names from the list until one name remains, and that person shall become the fifth member of the arbitration panel. A coin toss shall be used to determine which representative shall strike

the first name from the list (the winner having the option of making the first or second strike). Further, such grievance shall be limited to the determination of whether or not the claimed discrimination and/or the violation of procedures and/or constitutional rights (defined above) did occur. If the finding is in favor of the grievant, the panel's findings shall be referred to the President for his action.

SIGNATORY TO AGREEMENT

WAYNE STATE UNIVERSITY

Edward L. Cushman
Executive Vice President

NEGOTIATING COMMITTEE

Melbourne G. Stewart
Chairman
R. King Adamson
Marie Draper Dykes
J. Don Marsh
Kenneth M. Smythe

WAYNE STATE UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Richard M. Spector
President

NEGOTIATING COMMITTEE

Stanley Kirschner
Chairman
Virginia S. Cleland
John M. Mattila
Arnold R. Pilling
Lothar Spang
Wallace Webber
Edna P. Miller
Secretary to the Committee

MAY 11, 1973
Date

LETTERS OF AGREEMENT

WAYNE STATE UNIVERSITY

December 20, 1972

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE. *Complimentary Copies*

Dear Professor Kirschner:

Upon request, the University agrees to furnish the Wayne State University Chapter of the American Association of University Professors:

(a) One complimentary copy of all College and Division catalogs and schedules of classes.

(b) Twenty-five complimentary copies of the Wayne State University Faculty and Staff Directory beginning with the 1973 issue.

(c) Twenty-five complimentary copies of any future editions of the Wayne State Faculty Handbook which may be published.

The University also agrees to list the Association office in the Faculty and Staff Directory.

Sincerely yours,

Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

March 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Compensation Settlements*

Dear Professor Kirschner:

This letter refers to Section H. (Settlements) of Article XVII. (Grievance Procedure).

In matters relating to compensation, the University's liability shall not antedate the filing of the grievance by more than six (6) months.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

April 26, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Retirement Committee*

Dear Professor Kirschner:

A committee consisting of three persons appointed by the University administration and three persons appointed by the Association will be formed to study retirement policies and matters related thereto. The committee will be asked to submit a report by January 15, 1974.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 2, 1973

Professor Stanley Kirschner
Chairman, Negotiating Committee
American Association of University Professors
Belcrest Hotel
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Medical Fringe Benefits Improvements*

Dear Professor Kirschner:

The University has offered, and the Association has accepted subject to acceptance by other campus collective bargaining units, the following improvements in the Massachusetts Mutual Health Insurance Program:

1. *Full Medical Care Benefits to Early Retirees and Retired After Age 65*
   —addition of "out-of-hospital" coverage to present "in-hospital-only" coverage; retirees over age 65, current and future, change from Supplementary 65 coverage to a plan of Coordination of Benefits with Medicare.

2. *Increase Major Medical Maximum*
   —unlimited maximum (replacing present $20,000 per accident or illness) applicable to all "new" accidents or illnesses occurring after the effective date of change.

3. *Elimination of the Pre-existing Condition Clause*
   —such a change will remove the $1,000 cap of the present pre-existing condition clause.

4. *Early Retirees*
   —early retirees and their dependents with same coverage as active employees.

5. *Supplemental Accident Coverage*
   —elimination of 24-hour requirement and substitution of 90-day period for accident treatment claims.

6. *Radiation Therapy*
   —increase radiation therapy from $250 to $450 on a scheduled basis.

It is understood that the above improvements are offered on the present University formula of full subsidization for the insured employee and one-half (½) subsidy for two-person and/or family coverage.

It is further understood that it is the University's intent to implement these improvements for all employees presently covered by Massachusetts Mutual after receiving approval of such additional coverage from all collective bargaining groups. These improvements shall be implemented as soon as possible after the start of the Fall Quarter, 1973.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *General Salary Adjustment for Former Members of the Bargaining Unit*

Dear Professor Kirschner:

In the course of our recent negotiations it was agreed that general salary adjustments called for in our new Agreement will be paid to eligible former members of the bargaining unit within sixty (60) days following the beginning of the Fall Quarter, 1973. In order to be honored, the written request for such payments must be received by the Provost of the University by October 11, 1973.

Eligible former members of the bargaining unit are those 12-month persons who served during any portion of the 1972-73 fiscal year, and 9-month persons who served during any portion of the 1972-73 academic year.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Duration of Agreement*

Dear Professor Kirschner

During the course of negotiations the University and the Association have reached two separate agreements which modify Article XX of our proposed collective bargaining Agreement.

It is understood between the parties that the language contained in Article XX does not limit the right of the Association or the University to continue negotiations on the subject of tenure and promotions, or limit the right of the Association or the University to have remaining classification disputes which are unresolved as a result of the work of the Two-by-Two Committee presented to the Michigan Employment Relations Commission.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Pending Grievances*

Dear Professor Kirschner:

It is understood between the parties that there may be, at this time, some complaints pending under our present interim complaint procedure. It is agreed that those complaints which are consistent with our negotiated grievance procedure will be handled under that procedure after the signing of this Agreement.

Sincerely,
Melbourne G. Stewart
Chairman
University Negotiating Committee

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WAYNE STATE UNIVERSITY

May 7, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Individual Rights*

Dear Professor Kirschner:

As agreed in our negotiating sessions, the University shall not alter grades and evaluation of students without cause and consultation with the faculty member who prepared the grade or evaluation, if such person is readily available.

In addition, the University shall not compel a member of the bargaining unit to release information concerning any student to any person or agency outside the University.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

WAYNE STATE UNIVERSITY

May 9, 1973

Professor Stanley Kirschner, Chairman
Negotiating Committee
Wayne State University Chapter
American Association of University Professors
5440 Cass Avenue
Detroit, Michigan 48202

REFERENCE: *Printing of Agreement*

Dear Professor Kirschner:

As agreed in our negotiating sessions, copies of this Agreement will be printed at the expense of the University and shall be provided for each member of the Bargaining Unit. In addition, the Association will receive two hundred complimentary printed copies of the Agreement for its use.

Sincerely yours,
Melbourne G. Stewart
Chairman
University Negotiating Committee

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Academic Collective Bargaining Information Service
1818 R Street, N.W. / Washington, D.C. 20009 / 202/387-3760

LEGAL PRINCIPLES OF PUBLIC SECTOR BARGAINING*

Russell A. Smith**

In the absence of specific legislation, the applicable law concerning rights of organization and collective bargaining is derived from three sources: the common law (as expounded in judicial decisions), municipal law (basic legislation, including home rule provisions defining the powers of local government), and constitutional law. The public sector presents a different mix of elements from that prevalent in the private sector, as we shall see. Those who deal with the public sector must have a correspondingly different expertise.

The traditional view has been that public employees have no legal right to protecti against the employer's interference in attempts at unionization. A countertrend may be forming, however. A few recent court decisions (so far none by the Supreme Court of the United States) have taken the view that the First Amendment guarantees the right to form or join or belong to an organization concerned with working conditions.

Suppose, then, that a body of public employees, such as a college faculty, organizes for bargaining purposes. Unless applicable legislation specifically requires public empl ers to bargain collectively, these people will have no legally protected right to bargai At best they will have a de facto right, where the employer agrees to bargain either volu tarily or in response to pressure tactics. The traditional view of strikes is the same. Moreover, where legislation does not specifically provide it, public employees have no legal mechanism for handling representation issues (who has the right to represent partic. lar groups of employees), for resolving impasses, or for dealing with other kinds of disputes. In such situations, attempts to organize are hampered by the lack of legal protection.

Recent Developments

A highly significant development over the past decade has been the enactment of legislation dealing with public sector unionism. Wisconsin enacted the first comprehensive legislation in 1959. Now over thirty states have done so. Comprehensive legislation cover entire categories of public employees, sometimes all categories. As a general rule, such legislation grants and protects the right of self-organization; establishes the principle that the majority determines the representative of an "appropriate" employee group; places upon the employer the legal obligation to "bargain collectively" or to "meet and confer" with an organization having representation rights; and provides for help in resolving disputes (usually mediation plus fact-finding), but prohibits strike action. A few states eve provide for compulsory arbitration in certain types of disputes, principally those involvin police and firefighters.

Some important changes have also occurred at the federal level. In 1962, President Kennedy issued Executive Order 10988, applying broadly to federal employees and conferring on them limited rights of unionization and collective bargaining. President Nixon has continued the same general policy, with some modifications, in Executive Order 11491, issued i

*From Faculty Power: Collective Bargaining on Campus, Terrence N. Tice, ed., Ann Arbor, The Institute of Continuing Legal Education, 1972.

**Professor Law, The University of Michigan, Ann Arbor.

1959 and recently amended. Another interesting development is the grant of rights of unionization to postal employees under the Postal Reorganization Act of 1970[1] - rights comparable to those operative in the private sector.

Cornell University

In 1970, departing from tradition, the National Labor Relations Board (NLRB) elected to enter the field of higher education in the private sector. In the Cornell University[2] case it decided to assert jurisdiction over the University in its relationships with non-academic employees. The NLRB has since ruled that it will assume jurisdiction over private educational institutions which have at least a million dollars of annual revenue for operating purposes[3].

The question of whether the NLRB would extend its jurisdiction to academic employees in private institutions was soon answered. In April, 1971, the board asserted jurisdiction over two branches of Long Island University - the C. W. Post Center and the Brooklyn Center - in a representation proceeding initiated by the United Federation of College Teachers, an affiliate of the American Federation of Teachers. In one branch there was an intervening petition by the local chapter of the American Association of University Professors (AAUP)[4]. The University did not contest the assumption of NLRB jurisdiction although representation of academic employees was being sought. The issues litigated concerned the scope of the bargaining units.

Fordham University

In the Fordham University[5] case in 1971, again an AAUP chapter petitioned the NLRB for certification as the bargaining representative of the entire faculty. (This is also true in the Manhattan College case, currently pending). Fordham University hoped to persuade the board to refuse jurisdiction over faculty, if not to obtain the exclusion of large segments of the faculty from the collective bargaining unit. The board decided to assume jurisdiction. The brief present an interesting analysis of the structure of the academic community at Fordham. Much of it is comparable to the structure of the University of Michigan.

State Legislation

The federal government has not as yet extended NLRB jurisdiction to public employees. Thus, developments at the state level are far more important in the public sector than in the private sector. This could change. Meanwhile, the considerable development that has occurred at the state level is beneficial. The states are free to do some experimenting, a valuable approach if we are to identify our problems and find ways to meet them. Experimentation is possible where a monolithic legislative structure is not imposed, as would be true if the NLRB were to assume jurisdiction over public employees as well.

In a recent seminar at The University of Michigan Law School, Chairman Robert Helsby of the New York Public Employment Relations Board usefully characterized the states in three categories: (1) The "do nothing" states have not yet faced up to the problem and are restricted to applying the principles first mentioned - the common law, municipal law, and constitutional law. Public sector employees in these states have little or no legal protection in their efforts at organization and collective bargaining. Changes can be expected soon in some of these states, notably Illinois and Ohio. (2) The "squeaky wheel" states have crisis legislation, enacted piecemeal to meet problems with teachers, police, firefighters, or municipal employees. Comprehensive legislation is lacking. Many of these

1. Aug. 12, 1970, P.L. 91-375, 84 Stat. 719.
2. 183 NLRB 41.
3. 186 NLRB 153.
4. C. W. Post Center, 189 NLRB 109.
5. 193 NLRB 23.

statutes, in Mr.Helsby's view, grant less than full rights and fail to deal effectively with the problems that are bound to emerge. (3) The "real confrontation" states have faced up to the problems of public sector unionism and have taken a broad view, trying to decide the proper approach as a matter of overall policy. These states have more comprehensive legislation, often drawing upon the recommendations of study commissions. At least sixteen states have enacted legislation applicable to the academic community[6].

Informed observers generally believe that unless Congress elects to step in with superseding legislation, the trend toward enactment of state legislation will continue. The probability is that within five or six years forty or more states will have enacted legislation granting rights of self-organization and collective bargaining to some or all categories of public employees. This may stimulate an already strong trend toward unionization, as was true in the private sector following enactment of the National Labor Relations Act (NLRA) in 1935[7].

Remarkably, organization among public white collar and professional groups far exceeds the organization of such groups in the private sector. Obviously something is happening which appeals more strongly to public employees than to private employees.

Two Agencies?

An administrative problem arises in those states which have a little Wagner Act or a little Taft-Hartley Act covering the private sector. Should the same agency administer the legislation for both sectors? New York separates the two. Michigan entrusts administration to a single agency.

Proponents of separate agencies wish to avoid the use of too many private sector concepts in the implementation of public sector legislation. They believe that public sector legislation presents unique problems calling for the undivided attention of an agency created for its specific administration - an agency not overly attuned to or influenced by decisions already made in the private sector. Proponents of a single agency claim economy of operation and assert that problems peculiar to the public sector can be identified and adequately treated.

I see benefit in the variety of approaches, state and federal, now developing. We cannot yet say exactly what we need or what we want on the statute books. We are not ready to specify the most effective kind of administration or the general principles which should govern. This is particularly true with regard to the extension of unionism to college and university faculties. We can now examine a potpourri of state legislation and experiences under that legislation. Hopefully the experimentation will enable us to identify and learn to deal with the problems peculiar to the public sector.

The Bargaining Unit

Among the important problems to be considered in enacting and administering legislation is the determination of appropriate units for collective bargaining purposes. In this country we accept the principle of majority determination within a defined group of employees and therefore deny bargaining rights to minority groups. This concept is uniquely American. We first accepted it in 1934 - in an amendment tothe federal Railway Labor Act of 1926 and in the administration of the National Industrial Recovery Act. The principle was incorporated in the NLRA of 1935 and continued in the Taft-Hartley Act of 1947. All state legislation has followed the same principle.

A necessary corollary of this principle is that the boundary lines of the voting group must be determined. A ruling must specify which employees may vote to decide whether

6. Connecticut, Delaware, Hawaii,Maine, Massachusetts, Michigan, Minnesota, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, South Dakota, Vermont, Washington and Wisconsin.
7. National Labor Relations Act of July 5, 1935, 29 U.S.C. Sec. 151 et seq.

they want to be represented by a particular labor organization or by one among competing labor organizations or by none. This is a key issue and the implications are obvious. For a time, at least, the decision spells life or death to the aspirations of organizations which fail to win. Moreover, the definition of the unit substantially affects the resulting bargaining structure. For example, the bargaining units might be statewide or the units might correspond to the various operating departments or even to sections of those departments. Both the employer and the management structure for bargaining obviously will have to be responsive to these alignments.

Supervisory Employees

Another problem encountered in determining bargaining units is what to do about employees having supervisory status. The NLRA defines supervisory employees very broadly and denies them statutory protection with respect to organization and collective bargaining, with the result that they may be included in a bargaining unit only with the employer's consent[8]. In the Fordham University case the University argued, on the basis of the NLRB definition, that the entire tenured faculty, who are members of the faculty senate, should be excluded from the bargaining unit in view of the varied responsibilities of the faculty regarding curriculum, appointments, promotions, grievances, supervision of graduate students and research assistants, and the like; and in view of the faculty senate's other collective managerial responsibilities in decision-making.

The argument did not prevail. Difficult questions are involved here, nonetheless. Should the private sector concepts of "supervisor" control in the academic setting? Would the traditional collegial forms of faculty participation in academic governance have to be scrapped to permit the introduction of NLRA-type collective bargaining? Should departmental chairmen, assistant deans, and members of departmental executive committees be included with the regular faculty in an appropriate bargaining unit or, state law permitting, should they be accorded bargaining rights but in separate bargaining units?

Legislative Guidelines for Unit Determination

A survey of state statutes and the federal executive orders yields a variety of approaches to the definition of an appropriate unit. Some state legislation contains language similar to that of the NLRA, providing minimal legislative guidance and leaving the standards for determining appropriate groupings of employees to the discretion of the administering agency. Other states have tried to provide specific guidelines. The Hawaii statute[9], effective July 1, 1970, definitively prescribes bargaining units to be used statewide:

> All employees throughout the State within any of the following categories shall constitute an appropriate bargaining unit: (1) Nonsupervisory employees in blue collar positions; (2) Supervisory employees in blue collar positions; (3) Nonsupervisory employees in white collar positions; (4) Supervisory employees in white collar positions; (5) Teachers and other personnel of the department of education under the same salary schedule; (6) Educational officers and other personnel of the department of education under the same salary schedule; (7) Faculty of The University of Hawaii and the community college system; (8) Personnel of The University of Hawaii and the community college system, other than faculty; (9) Registered professional nurses; (10) Nonprofessional hospital and institutional workers; (11) Firemen; (12) Policemen; and (13) Professional and scientific employees other than registered professional nurses.

8. NLRA Sec2(11), 29U.S.C.Sec152(11) states: The term "supervisor" means any individual having authority, in the interest of the employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibly to direct them, or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgement.

9. Session Laws of Hawaii, Act 171, 1970.

Other states have not yet set such specific guidelines for bargaining units, but have indicated some preference in terms of general principles or policies. The Pennsylvania statute[10] directs the agency to avoid an over-fragmentation of bargaining units to the extent feasible, thus recognizing a problem of serious proportions.

The Scope of Negotiations

The legally permissible and desirable scope of subject matter for collective negotiations is a critical issue. The answer, of course, depends on the applicable statute and how it is interpreted.

Some state statutes are modeled after the NLRA, stating the duty to bargain "in good faith with respect to wages, hours, and other terms and conditions of employment." The NLRB and the courts have developed a substantial body of interpretations implementing those provisions. Will the state administrative agencies and the state courts tend to apply the same kinds of principles?

Some state legislatures consider the scope of bargaining in the public sector to be such a serious problem that they have attempted to exclude some subjects from the bargaining process. The Hawaii statute has the following provisions:

> Excluded from the subjects of negotiations are matters of classification and reclassification, retirement benefits and the salary ranges and the number of incremental and longevity steps now provided by law, provided that the amount of wages to be paid in each range and step and the length of service necessary for the incremental and longevity step shall be negotiable. The employer and the exclusive representative shall not agree to any proposal which would be inconsistent with merit principles or the principle of equal pay for equal work pursuant to (another statute) or which would interfere with the rights of a public employer to (1) direct employees, (2) determine qualification, standards for work, the nature and contents of examinations, hire, promote, transfer, assign and retain employees in positions and suspend, demote, discharge, or take other disciplinary action against employees for proper cause; (3) relieve an employee from duties because of lack of work or other legitimate reasons; (4) maintain efficiency of government operation; (5) determine methods, means, and personnel by which the employer's operations are to be conducted; and take such action as may be necessary to carry out the missions of the employer in cases of emergencies.

Other statutes use different language,either mandatory or permissive.

Management Functions

An alternative approach is to require that certain stated functions be retained by management. Thus, federal Executive Order No. 11491 states in Section 12:

> Each agreement between an agency and a labor organization is subject to the following requirements:..(b) management officials of the agency retain the right, in accordance with applicable laws and regulations - (1) to direct employees of the agency; (2) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees; (3) to relieve employees from duties because of lack of work or for other legitimate reasons; (4) to maintain the efficiency of the Government operations entrusted to them; (5) to determine the methods, means, and personnel by which such operations are to be conducted; and (6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency;..
>
> The requirements of this section shall be expressly stated in the initial or basic agreement and apply to all supplemental, implementing, subsidiary, or informal agreements between the agency and the organization.

10. 43 Pa. Stat. Ann. Sec.1101.101 et seq. (Purdon 1970).

Some state statutes include similar restrictive provisions which have the effect of circumscribing public sector negotiations far more narrowly than is true in the private sector.

Conflicting Legislation

Another tough legal problem arises in administering public sector legislation where the bargaining obligation is expressed in general NLRA-type terms. A determination must be made as to the extent the bargainers are free to negotiate to finality on matters specifically covered by preexisting legislation. A state law may provide for a state-administered pension plan, or create a state-administered system of teacher tenure, or provide specific hours of work for firemen. Municipalities operating under home rule charters adopted pursuant to state constitutional authority may establish pension plans or civil service systems or otherwise deal specifically with other terms and conditions of employment regarding some or all categories of city employees. A serious question arises in these contexts: Does the enactment of legislation which states the bargaining obligation in general terms override preexisting legislation and home rule charters which have set terms and conditions of employment? These problems have already arisen, with varying results, and will continue to plague the administering agencies, the courts, and the parties to bargaining.

Some state legislation has sought to meet this problem, but the provisions are often difficult to interpret. The New York statute, for example, includes the following provision:[11]

> Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in the agreement:
>
> > It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

The appropriate legislative body for statewide or state employees, I would presume, is the legislature itself. The appropriate legislative body at the school district level, at least in Michigan, would be the district school board and at the municipal level in both New York and Michigan - if Michigan had the provision - the city council or a similar legislative body.

Perhaps this kind of restriction does not pose a great problem at the municipal level, since municipal government can only become bound or provide funds by appropriate legislative action, but an important technical distinction should be noted. Provisions such as those stated in the New York statute (or like provisions in the Pennsylvania statute[12] and elsewhere) may mean thatthe local legislative body has two bites at the apple. In statewide bargaining relationships where the bargaining is done by a subordinate agency of the state, as it certainly must be, the provision would apparently mean that the labor relations act does not necessarily circumscribe the field of negotiations. Anything could be negotiated, including pension plans covered by a state law, but the resulting agreements would lack finality. The parties would have to take the further political step of seeking confirmation from the legislature. That situation presents an enormous problem not faced in the private sector.

The Bargaining Obligation

What kind of bargaining or negotiation obligation is imposed by state provisions or by President Nixon's 1969 federal Executive Order 11491? The executive order and some state legislation directs that parties "meet and confer" with respect to wages, hours, and other

11. N. Y. Civil Service Law Sec. 204-a (McKinney 1969).
12. 42 Pa. Stat. Ann. Sec.1101.901 (Purdon 1970).

terms and conditions of employment. The language of the NLRA, copied in many state acts, states an obligation to "bargain collectively" with respect to wages, hours, and other terms and conditions of employment. Are these obligations identical?

Presumably the use of the "meet and confer" language represents a deliberate attempt to impose a bargaining obligation less strict than the traditional obligation to "bargain collectively in good faith." I do not purport to deal here with the full ramifications of the distinction. The basic theoretical difference is that meeting and conferring, unlike the stricter bargaining, does not mandate that negotiations be carried to an impasse. It neither requires nor permits the administering agency to pass judgment on the bargaining process as minutely as the NLRB has customarily done. The NLRB examines the negotiations, often in great detail, to determine whether bargaining positions have been taken in good faith. Such examination goes substantially beyond inquiry into whether the parties have simply met and conferred[13].

The bargaining structure is an extremely important aspect of the total bargaining process, and structure is greatly affected by determination of the appropriate bargaining unit. As fragmentation of units increases, so does the problem of conducting collective bargaining. This problem is serious in the private sector but even more serious in the public sector. What one unit gets outher units will want, and probably more - a roadblock hampering the negotiation of a complete set of agreements. Unfortunately, highly fragmented bargaining units have emerged under some state laws. Other state laws encourage the establishment of broad units,with particular sensitivity to the special problems collective bargaining faces in the public sector. It is to be hoped that future legislation will follow the latter course.

The bargaining structure is in some respects a practical rather than a legal problem. In theory, most legislation is formulated to prevent one side from interfering with the internal structure adopted by the other side. However, the good faith requirement can be a basis for the claim that each side should have bargaining teams possessing genuine authority to negotiate - a matter of internal structure. The size and makeup of a bargaining unit will have considerable bearing on how such authority and structure are designed.

A faculty senate or other similar decision-making body in a college or university conceivably could become the faculty's bargaining agent. Certification of an outside agent or an AAUP chapter would raise the critical question of what should be done with any existing decision-making or consultative apparatus.

The Strike Issue

In the private sector the accepted orthodoxy is that there can be no genuine collective bargaining without the right to strike. The possibility of withholding services is supposed to be the catalyst which helps to produce agreement. The employer's ability to lock out employees theoretically plays a similar role. On the other hand, the prevailing view reflected in state statutes is that strikes by public employees are illegal.

The statutes of Hawaii and Pennsylvania do not impose an absolute prohibition on all strike action, but they do provide that strikes which critically affect the public welfare are not permitted. The same is true of the Vermont statute with respect to municipal employees. Hawaii and Pennsylvania also prohibit strikes before the statutory impasse

13. Under the Los Angeles City Ordinance (GERR, No.388-F-1; Jan.1971), it is an unfair employee relations practice for either management or the union "to refuse to meet and confer in good faith at reasonable times, places, and frequencies...or to refuse to consult upon request...on matters which are within the proper scope of representation." "Meet and confer" is defined as the obligation "to meet and confer within a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach an agreement on matters within the scope of representation."

procedures have been exhausted. Pennsylvania prohibits strikes by guards at mental hospitals or prisons, by personnel necessary to the functioning of the courts, and by police and firefighters.

The state legislatures have stated the strike prohibition in various ways and with various kinds of supporting sanctions. Michigan and some other states provide no specific sanction, but the employer may take disciplinary action or seek a court injunction. In other states specific, and in some instances severe, sanctions are indicated. The New York statute mandates that injunctive relief be sought, that strikers have probationary status for one year, and that a deduction be taken from the worker's pay of an amount equal to twice his daily rate of pay for each day of violation. Further, a union in violation of the act forfeits its right to have dues deducted for a period of time to be determined by the public employment relations board; and the union may be fined for contempt of an injunctive order in an amount fixed by the court.

Injunctive relief, where available, is not necessarily automatic. The labor organization, countering with a charge of bad faith bargaining or the like (as in Michigan under the Holland[14] decision) may defeat or delay the issuance of an injunction.

Impasse Resolution

Public sector legislation emphasizes impasse resolution procedures. The usual pattern is mediation followed by fact-finding with nonbinding recommendations. Six states[15] have provided for binding arbitration of disputes with police, firefighters, or other groups[16]. Nevada recently adopted a statute giving the governor authority to direct, before submission of a dispute to fact-finding, that the recommendations on some or all issues be final and binding. The Maine and Rhode Island statutes provide for compulsory arbitration of some, but not all, issues.

The results of strikes by public employees vary with the state of the labor market, the kinds of sanctions authorized, and whether such sanctions are imposed. However, many believe that we must concentrate not on the strike issue but on developing suitable dispute settlement mechanisms.

As compared with mediation and fact-finding, compulsory arbitration is not yet extensively used. Its use raises some interesting questions. What kinds of decision standards should be applied? How important are limitations on budget or revenue sources in determining wage issues and other money issues? In effect, does arbitration involve a dangerous reallocation of governmental responsibility and authority? Does it have an adverse effect on collective bargaining? Is it desirable in part on the ground that it may substitute rationality and equity for the relative power positions of the parties to collective bargaining?

I have tried to provide a capsulized survey of the legal structure and of some of the problems underlying public sector unionism at the federal and state levels, with some comparative references to the private sector. It should be obvious, even from this limited discussion, that private sector legal and structural models have strongly influenced the nature of public sector legislation and practices. That influence may lessen with increased efforts to take into account the problems peculiar to the public sector, efforts especially needed in considering how to handle the unionization of college faculties.

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14. Holland v. Holland Education Ass'n, 380 Mich. 314, 157 N.W.2d 206 (1968).
15. Maine, Michigan, Rhode Island, South Dakota, Vermont, and Wyoming.
16. Michigan's experiment with compulsory arbitration will expire in June of 1972 unless the legislature elects to extend it.

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WHAT'S ACTUALLY IN A FACULTY CONTRACT*

The following is an outline of provisions that may be included in a collective bargaining agreement.

It is based on Collective Bargaining in Higher Education: Contract Content-1972, a survey of 101 contracts by Harold I. Goodwin and John O. Andes of the department of education administration at West Virginia University.

Contract Management

Statement of Intent

The areas for negotiation are set out. Enforcement of the contract is the responsibility of both parties. Should any dispute arise over the interpretation or application of the agreement, representatives of both sides will meet and confer in good faith to resolve differences. The agreement supersedes any rules, regulations, or policies of the governing board that are contrary to or inconsistent with its terms.

Recognition of Agent

The union is recognized as the exclusive representative of the bargaining unit under the rules of the National Labor Relations Board or the governing state statute. The governing board may not negotiate with any other organization or with individual faculty members (although some contracts permit individual faculty members to contact the administration or board directly about a special problem). The bargaining agent is recognized for the duration of the contract, plus an additional period of time if a new contract is not negotiated before the current one expires.

Terms and Definitions

These terms are frequently defined: academic year, administration, agreement, association or union, board, campus, faculty, and grievance.

Procedures

The contract must be ratified by the governing board and the members of the bargaining unit.

Neither party may control or influence the selection of the other's bargaining representatives. Only the chief negotiators for each side shall request meetings, arrange the bargaining agenda, set the time and place for meetings, and serve as spokespersons in and out of the bargaining sessions. Either chief negotiator may call a caucus at any time during a session, requiring bargaining to stop.

If agreement cannot be reached or one party refuses to negotiate on an item, either party may declare an impasse and request mediation, fact-finding, or arbitration. No

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*From The Chronicle of Higher Education, Vol. VIII, No. 10, November 26, 1973, p. 14.

details of the negotiations shall be released for publication until the agreement has been ratified.

The agreement is subject to the appropriation of necessary funds. Both parties will support any legislation required to carry out the terms of the agreement.

The agreement incorporates the entire understanding between the parties on all matters that were or could have been the subject of negotiations.

Reopening Negotiations

Bargaining can be reopened during the life of the contract at the request of one party and with the consent of the other. Some contracts prohibit any reopening, except for salary schedules in multiple-year contracts.

Consultation and Communication

Periodic meetings are provided for between management and representatives of the bargaining unit to resolve issues of concern to both parties, such as personnel management, working conditions, budget, university organization, and changes in the mission of the institution.

Duration of Contract

Most contracts are for one year, although some are for two or three years.

Distribution of Agreement

The cost of printing and distributing the agreement is almost always the governing board's obligation, but on occasion the faculty bargaining unit shares the cost. Provisions may be made for the number of copies to be distributed and a time limit.

Conformity to Law

If any provision of the contract is found contrary to law by the courts, it is invalid, but the rest of the contract remains in force.

General Provisions

Dues Check-off

Procedures are established under which union dues may be deducted from a faculty member's paycheck by the university.

No Strike, No Lockout

The faculty agrees not to strike and the governing board agrees not to lock out any employees for the duration of the contract.

Bargaining Agent Rights

The union frequently has the right to appoint one or two official observers to college-wide committees, to meet periodically with the president, to be placed on the board's agenda, to an office on campus at no charge, to a bulletin board, to use college facilities for meetings, to use office equipment, to a copy of the agenda and minutes for board meetings, to released time from teaching duties for its officers, to financial reports and budgets of the college, and to use the campus mail service.

None of these rights can be granted to any other employee organization. The union cannot request information that the governing board or administration does not already have, to request information in a different form from that normally used, or to information in advance of its normal collection and distribution.

Governance

Faculty Governance

The presently constituted governing organizations of the university, such as faculty senates or councils, shall continue to operate, provided that no action they take can rescind or modify any provisions of the contract. Many contracts include the entire governing organization of the college.

Committees

The types, duties, membership (usually a majority of the faculty), and selection of members for committees are established.

Management Rights

The governing board retains all rights, powers, duties, and responsibilities conferred upon it by state law or by the university charter.

Selection of Administrators

Procedures of choosing administrators such as deans and department chairmen are often outlined, with special emphasis on the faculty role.

Duties of Department Chairmen

The duties of department chairmen, often including a reduced teaching load, are outlined.

Maintenance of Benefits and Rights

The employer agrees to continue the policies and practices of the board that were in effect before the contract, except those which have been changed by the agreement. The agreement supersedes any existing rules and policies of the board that are contrary to it.

Personnel Policies

General

Each faculty member is entitled to due process. Policies shall be applied without discrimination. The faculty handbook shall be amended to conform to the contract.

Personnel Files

Conditions are provided under which a faculty member may see his or her personnel file, although some materials, such as references from sources outside the college, may be excluded. The type of material that may be included in a personnel file is enumerated, often with the provision that the faculty member may add material to his or her own file. Procedures are provided for removing material from the file.

Grievance Procedure

Grievances are defined and procedures set out for appealing them, often involving several steps. Final appeal may be to the board or to an outside arbitrator whose powers and authority are defined.

Anti-Discrimination

The bargaining agent agrees that all faculty members are eligible for membership and to represent all faculty members equally. The board agrees not to discriminate against faculty members on the basis of race, color, creed, sex, national origin, marital status, or union membership.

Faculty Appointments

Legal authority for appointments rests with the board of trustees on recommendation of the president. The procedures and criteria for making faculty appointments may be outlined.

Non-Reappointment

If the administration fails to comply with all provisions of employment and probation, a non-tenured faculty member may appeal non-reappointment through the grievance process. Provisions may be made for notice of non-reappointment and for reasons for which a non-tenured faculty member may be denied reappointment.

Dismissal

The reasons and procedures for dismissing a tenured faculty member are set forth. Procedures will include notice, hearings, and whether or not the dismissal is subject to the grievance procedures.

Staff Reduction

Procedures are established for determining that a staff reduction is necessary, usually including consultation with the union or the faculty. The order of layoffs is established, including usually a request for voluntary layoffs first, then part-time faculty, then full-time faculty in inverse order of seniority. Faculty members who have been laid off have first opportunity at any new positions that are created. Evening and summer schools may be excluded. Provision is often made for staff retraining and severance pay.

Promotion

The steps in granting promotions, including the right to appeal, are established.

Tenure

The waiting period varies from one to six years. A faculty committee is appointed to consider members eligible for tenure. The president recommends and the board of trustees grants tenure. Faculty members not granted tenure in their final probationary year must be informed of the reasons in writing. Criteria for tenure may be listed.

Faculty Evaluation

Provisions for evaluation of faculty members by departments, department chairmen, students, and administrators are stated.

Overload

Overload shall be voluntary. Teachers in the bargaining unit are to receive first consideration for extra assignments. Faculty members may receive extra pay for teaching more students or extra classes.

Transfer Policy

Faculty members shall be transferred from one position to another only in areas of their competence. The faculty members' preferences shall be honored wherever possible. Provision is made for notice of involuntary transfers and for faculty application for transfers. Transfers may be challenged through the grievance procedure.

Academic Provisions

Class Size

Provision is made for who is responsible for determining class size, for limits on class size, for faculty consent to teach larger classes, and for extra pay for faculty members who teach larger classes.

Teaching Load

A faculty member shall not teach more than a certain number of credit hours per term or per year. Faculty members are not required to teach evening, summer, or Saturday classes. Teaching assignments on any given day must be within a certain period of hours (usually 10). Reduced loads may be provided for department chairman or for research and curriculum development.

Faculty Responsibilities

Faculty members may be responsible for advising students, participating in faculty meetings, attending commencement, maintaining records of student attendance and academic performance, assisting in registration, meeting classes regularly, accepting a reasonable number of committee assignments, and participating in college-wide social, cultural, and professional activities. A few contracts provide for loyalty oaths.

Academic Freedom

Contracts may incorporate the 1940 Statement on Academic Freedom and Tenure of the American Association of University Professors, statements developed by the American Association of State Colleges and Universities and the National Education Association, or a locally developed statement.

Compensation

Salaries

Salary provisions may include one or several salary schedules, a percentage or flat-rate increase, maximum salaries for each rank, merit pay, and cost-of-living increases.

Contracts may also include procedural provisions for length of the pay period (9, 10 or 12 months), methods of distributing paychecks, payroll deductions, faculty members who do not fit any existing salary schedule, determining credit for prior experience, the signing of individual salary agreements, not spending funds allocated for salaries for anything else, itemizing deductions on check stubs, complying with the wage-price freeze, providing copies of the salary schedule to each faculty member, and payment for classes canceled because of underenrollment.

Extra-Duty Compensation

Extra compensation may be provided for overload teaching and preparations, extension courses, evening courses, correspondence courses, television courses, summer school courses, registration, counseling, substituting for an absent colleague, research, curriculum studies, new courses, and each student over a set number. The formula for determining such payment may include regular salary, faculty rank, seniority, or a flat rate.

Fringe Benefits

Insurance

Types of insurance include disability, hospital-surgical, major medical, tax-shelter annuities, travel, income protection, life, and liability.

Leave

Types of leave include professional, sabbatical, sick, maternity, no-pay, bereavement, military, personal, and court-required. Contracts set limits on the amount of leave, outline procedures for requesting and granting leaves, and provide whether leaves are paid or not.

Fee Remission

Those eligible to take courses without paying tuition and fees may include full-time faculty members, their spouses, and their children. The number of courses they may take may be limited and they must meet normal entrance requirements for the institution and the course.

Retirement Benefits

Retirement age and years of experience are set and a choice is often given between a state retirement plan and TIAA-CREF.

Working Conditions

Professional Development Fund

A fund is established to provide funds for faculty members to attend conferences, take graduate courses, travel, and otherwise develop their professional competence.

Clerical Assistance

Provisions are made for the ratio of clerks and secretaries to faculty members and the procedures for their assignment.

Faculty Offices

Provisions include the number of faculty members assigned to an office (usually not more than two), specifications of furnishings, minimum square footage, and heating, cooling, and ventilation.

Travel

Provisions are made for who is eligible for travel funds, for what purposes, and what expenses will be reimbursed.

Miscellany

Faculty lounge, holidays, parking facilities, medical services, funds for professional publications, computer services, air conditioning, and day-care centers are provided for.

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SOME SUGGESTED ADVANTAGES AND DISADVANTAGES OF COLLECTIVE BARGAINING
A Short Review

There has been a great deal of speculation about the effects of collective bargaining on colleges and universities. Because of the unique characteristics of higher education, collective bargaining in academic institutions may have special advantages and disadvantages.

The bulk of experience with collective bargaining has been in industry. Academic collective bargaining is a recent phenomenon, and there is very little data about the actual impact on academic life and governance.

This report, addressed to those unfamiliar with collective bargaining in higher education, reviews briefly some advantages and disadvantages, as seen by a number of authors. One should bear in mind that in the absence of extensive experience, most of the pros and cons reviewed below reflect authors' opinions rather than established fact. Furthermore, the Academic Collective Bargaining Information Service* is neutral on the desirability of collective bargaining, and does not attempt to judge the relative merits of the following points. Each of the points obviously has a counter argument. For a fuller general discussion, the reader is referred to other sources (see e.g. "For Further Reference", infra).

Some Suggested Advantages of Collective Bargaining

1. Efficiency

Collective bargaining is more efficient in representing faculty positions than more familiar faculty or university senates. Often senate decision-making processes are ill-defined. Decisions are slow in coming.

2. Equality of power

Under collective bargaining, faculty power strengthens and tends to approach equality with administrative power in areas covered by the bargaining contract. Each can demand agreed-upon performances from the other.

3. Legal force

Unlike many traditional university policies and procedures, collective bargaining contracts carry the force of law. Their provisions cannot be ignored or changed informally or unilaterally. Provisions of the contract will often take precedence over traditional university or other policies or regulations, unless these themselves have the force of law, or are written into the contract.

4. Impasse resolution

Collective bargaining laws usually contain impasse procedures. Various methods, including the use of outside mediators and fact-finders may be used to resolve bargaining conflict.

*The Academic Collective Bargaining Information Service is sponsored by the Association of American Colleges, the American Association of State Colleges and Universities, and the National Association of State Universities and Land-Grant Colleges. It is funded by a grant from the Carnegie Corporation of New York.

Under such procedures, neither party to the dispute has the ultimate power of veto over the position of the other party.

5. Communication

The requirement that both parties bargain in good faith facilitates better communication between faculty and administration. A continuous and meaningful dialog is guaranteed by the law. Information must be shared under the terms of most labor laws. Salary, fringe benefits, and other conditions of employment become matters of frank and open discussion. Furthermore, the bargaining process assures that differences between announced policy and actual practice do not escape a full discussion.

6. Understanding the institution

The process of collective bargaining leads to better understanding of the workings of the institution. In the course of lengthy discussions on matters of mutual concern, each party comes to better understand the needs and constraints of the other. Moreover, in quantifying and setting priorities on those needs and constraints during the bargaining process, each party comes to be familiar with the financial and policy limitations of the institution.

7. Individual problems

Collective bargaining provides a mechanism for the resolution of individual problems. It is said that under traditional academic government, individual faculty concerns may be inefficiently or inadequately reviewed. Under well-defined grievance procedures developed through collective bargaining, such concerns are brought forward, clarified, and resolved.

8. Definition of policy

Collective bargaining fosters clearer definition of administrative policy and procedure. The latitude for individual initiative in administrative judgment matters is defined specifically, especially in personnel decisions. This puts everyone on notice as to what to expect and what is expected. Misunderstanding is thereby minimized.

9. Rights guarantee

The written contract which results from bargaining contains, and therefore guarantees, many employee rights. Personnel procedures, including grievance procedures, are well defined and have a legal and binding effect. Disputes are not subject to the final interpretation of one of the parties, but to that of an impartial third party, such as a state labor relations board, or a court of law. This procedure minimizes the abuse of administrative power.

10. Faculty compensation

Collective bargaining has produced notable gains in faculty compensation.

11. Self-determination

Collective bargaining gives the faculty member more control over decisions about his own career (in such matters as fringe benefits, salary, appointment, promotion, sick leave, tenure, work load, working conditions, etc.).

12. Administrative evaluation

In certain situations, collective bargaining will diminish the role of merit increases in faculty compensation. Merit adjustments may be less favored or actually eliminated under

the contract. Increases are thereafter given for experience on the job. Performance evaluations become somewhat less important. Standardized allocation will help eliminate petty jealousies among faculty members, since all are treated alike.

13. Younger faculty

Younger faculty members benefit from collective bargaining, especially if the faculty as a whole has substantial numbers of young faculty in the bargaining unit. They might view it as a method to protect their access to promotion and continuing pay increases. To this extend senior faculty members formerly sitting in judgment on these matters may lose power. In a traditional system, senior faculty exercise greater power than their numbers might indicate. But collective bargaining is a system of one man, one vote. If their numbers are substantial, young faculty gain power through the vote.

14. Minorities

Collective bargaining helps women and minorities by fostering an equal pay schedule; devising effective grievance procedures; standardizing performance evaluation procedures; standardizing other job-related policies and procedures such as recruitment and appointment, dismissal or non-retention, promotion and tenure. In short, collective bargaining contracts carry the weight necessary to provide an effective weapon in equal opportunity matters.

15. Institutional loyalty

The collective bargaining process gives faculty greater decision-making power within the institution. This will foster increased identification with university goals and policies, since the faculty role in formulating such goals is guaranteed.

16. Educational policy

Collective bargaining will place more power in educational matters into the hands of the faculty, who are the real experts.

17. Competitive power

With regard to state institutions, it is argued that unionization enables faculty to better compete for available funds. Other public employees, who compete for the same funds are already unionizing.

Some Suggested Disadvantages of Collective Bargaining

1. Costs

Collective bargaining rapidly increases costs. A new bureaucracy is needed to back up the negotiating team and to administer the contract. This would include labor relations experts, legal counsel, hearing officers, statisticians, and so on. Bargaining takes the time of regular academic and business university officers as well. It also increases professors' costs, through union dues.

2. Flexibility

Once a collective bargaining contract has been signed, the reference point of all contract-related policies and procedures becomes the wording of the contract. This weakens institutional flexibility and administrative decision-making power.

3. Job actions

Job actions (e.g. strikes, sick-ins, etc.) are not appropriate in higher education.

4. Union power

Under many collective bargaining contracts, employees must work through the unions when they file a grievance under the university grievance procedure. The union must be kept informed of the progress of the grievance. This is detrimental to flexibility and informal resolutions of grievances. The freedom of action of the individual faculty member is narrowed by this union power.

5. Bureaucracy

The new and larger bureaucracy, the centralization of power at the bargaining table, and the new detailed written procedures may have a homogenizing and standardizing influence on the campus. This is antithetical to the purposes of higher education, which must foster diversity of views and approach. Since institutions must serve a pluralistic society, they must themselves be pluralistic.

6. Power shifts

Collective bargaining brings about shifts in power within institutions. For example, where the union is dealing with the same or similar issues, the role of the faculty senate is jeopardized. In addition, under an increasing centralization of procedures and policy formulation, the traditional independence, pluralism and power of departments may be altered. Moreover, upper level administration will have to act more like management, dealing with faculty as employees rather than colleagues. They will have to exercise powers of supervision and control like their industrial counterparts, to be certain contract provisions are adhered to.

7. Adversary relationship

Collective bargaining is an adversary approach to decision-making. Such an approach derives from industrial models or organizations which may not be appropriate for colleges and universities. Under such models, educational policy will be the result of negotiation, not thoughtful deliberation.

8. Demands on faculty

If collective bargaining results in financial gains for faculty, funding agencies may demand increased "productivity" in return for higher faculty compensation. For example, State governments may impose precise work load requirements and limit research facilities, sick leave, and sabbaticals.

9. University autonomy

In the case where the funding agent is external to the institution -a State government, for example -it is argued that there is a tendency for the agent to deal directly with the union in negotiation. Indeed, this is sometimes written into the law. This weakens institutional autonomy.

10. Exaggerated demands

Exaggerated claims and demands are ordinarily part of the bargaining process. Such claims are not consonant with the aims of higher education. It is the duty of colleges and universities to foster a regard for truth, and to avoid advocacy.

11. Students

Students may become casualties at the bargaining table. Ordinarily they do not participate in collective bargaining discussions, and student welfare may be sacrificed in the course of negotiation. Increases in faculty compensation and improvements in working conditions may be paid for by higher tuition. In addition, contract negotiations may focus on a variety of matters in which students have a legitimate and vital interest, including class size, faculty-student ratios and curricular matters. Finally, the failure of negotiations might lead to a faculty strike which could interrupt students' education.

12. Standardization

Standardized pay increases are sometimes negotiated in collective bargaining contracts. This policy eliminates a merit incentive and prevents adequate rewards for outstanding service. This may lead to a lower standard of performance by faculty members. Outstanding professors may leave, and the standardized restrictions on starting salary may make it difficult to recruit others.

13. Funding problems

Collective bargaining may foster co-ordination problems in the funding process. Thus, a state university may reach an agreement with its faculty union, and find out subsequently that the state will not finance it.

14. Diversity

Universities are traditionally havens for diversity and individual rights. Yet, collective bargaining laws ordinarily call for exclusive bargaining agents - unions which have the exclusive right to bargain with management on salary, fringe benefits, working conditions, and so on. Administrators may be barred from bargaining with other groups or persons.

15. Financing unions

An allied problem for the preservation of diversity and individuality is the financing of the bargaining agent. Where the union cannot obtain adequate financing from voluntary dues, it may press for other means, such as an agency shop (where, as a condition of continued employment, each member of the bargaining unit is required to pay the union the equivalent of his share of union costs incurred in representing him). This may be an unacceptable restraint on faculty members.

16. Faculty rights

It is claimed that academic freedom and tenure could be lost at the bargaining table. Conceivably, these could be traded off for other advantages.

17. Unit determination

Under the collective bargaining laws, agencies outside the university can make the final determination as to who is a member of the faculty bargaining unit. There are often a number of contended cases, such as the case of non-teaching professionals, or part-time teachers. The outside agencies (the NLRB in the case of private institutions) have sometimes chosen to place such groups within the faculty unit. It is argued that this may impair faculty integrity. Such groups have interests which are not entirely similar to teaching faculty.

18. Outside arbitrators

Academic freedom and institutional autonomy could be impaired by impasse resolution procedures. Some say that unionization places new strictures on institutions by the process of resolution of internal disputes by outside arbitrators. It is argued that such arbitrators do not understand the unique higher educational situation.

19. Innovation

Unionization might inhibit innovation. Rules may become rigid, and work requirements quantified. This inhibits change and experimentation.

For Further Reference:

Following are a few references for further information in this area:

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